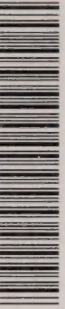


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# KWANLIN DÜN FIRST NATION FINAL AGREEMENT







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**THE KWANLIN DUN FIRST NATION FINAL AGREEMENT**

**among**

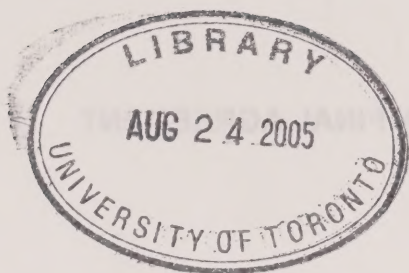
**THE GOVERNMENT OF CANADA,**

**THE KWANLIN DUN FIRST NATION**

**and**

**THE GOVERNMENT OF THE YUKON**





Published under the authority of the  
Minister of Indian Affairs and  
Northern Development  
Ottawa, 2004

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Cette publication peut aussi être obtenue  
en français sous le titre:

Entente définitive de la Première nation  
des Kwanlin Dun



**AGREEMENT** made this 19th day of February, 2005.

**AMONG:**

Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada");

**AND**

The Kwanlin Dun First Nation as represented by the Chief and Council of the Kwanlin Dun First Nation (hereinafter referred to as the "Kwanlin Dun First Nation");

**AND**

The Government of the Yukon as represented by the Government Leader of the Yukon on behalf of the Yukon (hereinafter referred to as the "Yukon")

being the parties to this Kwanlin Dun First Nation Final Agreement (hereinafter referred to as "this Agreement").

**WHEREAS:**

the Kwanlin Dun First Nation asserts aboriginal rights, titles and interests with respect to its Traditional Territory;

the Kwanlin Dun First Nation wishes to retain, subject to this Agreement, the aboriginal rights, titles and interests it asserts with respect to its Settlement Land;

the parties to this Agreement wish to recognize and protect a way of life that is based on an economic and spiritual relationship between Kwanlin Dun and the land;

the parties to this Agreement wish to encourage and protect the cultural distinctiveness and social well-being of Kwanlin Dun;

the parties to this Agreement recognize the significant contributions of Kwanlin Dun and the Kwanlin Dun First Nation to the history and culture of the Yukon and Canada;



the parties to this Agreement wish to enhance the ability of Kwanlin Dun to participate fully in all aspects of the economy of the Yukon;

the Constitution Act, 1982, recognizes and affirms the existing aboriginal rights and treaty rights of the aboriginal peoples of Canada, and treaty rights include rights acquired by way of land claims agreements;

the parties to this Agreement wish to achieve certainty with respect to the ownership and use of lands and other resources of the Traditional Territory of the Kwanlin Dun First Nation;

the parties wish to achieve certainty with respect to their relationships with each other;

the parties to this Agreement have negotiated this land claims agreement securing for the Kwanlin Dun First Nation and Kwanlin Dun the rights and benefits set out herein;

the Kwanlin Dun First Nation, Canada and the Yukon have authorized their representatives to sign this land claims agreement,

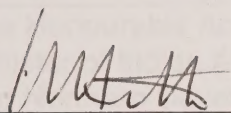
## **NOW THEREFORE,**

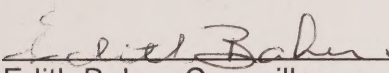
in consideration of the terms, exchanges of promises, conditions and provisos contained herein, the parties to this Agreement agree to the following.



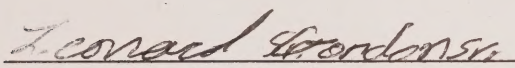
Signed at Whitehorse, Yukon, this 19th day of February, 2005.

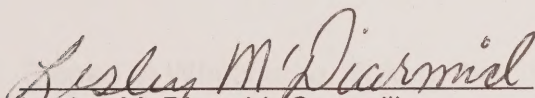
**The Kwanlin Dun First Nation:**

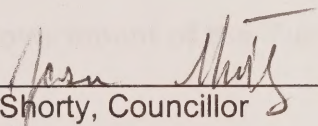
  
Mike Smith, Chief

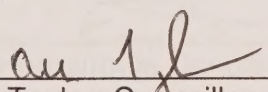
  
Edith Baker, Councillor

  
Jessie Dawson, Councillor

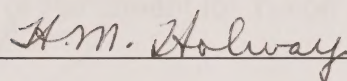
  
Leonard Gordon Sr., Councillor

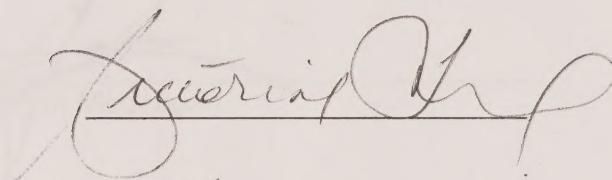
  
Lesley McDiarmid, Councillor

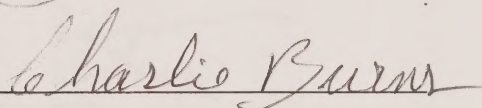
  
Jason Shorty, Councillor

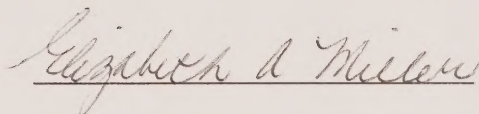
  
Allan Taylor, Councillor

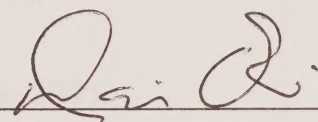
**Witnesses:**

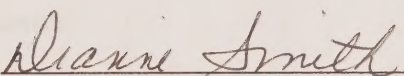
  
H.M. Holway

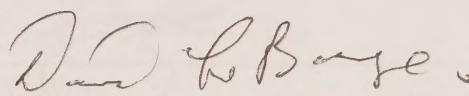
  
Leona Inup

  
Charlie Burns

  
Elizabeth A. Miller

  
Dan D.

  
Dianne Smith

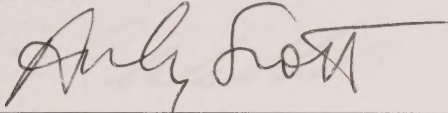
  
Dan L. Borge





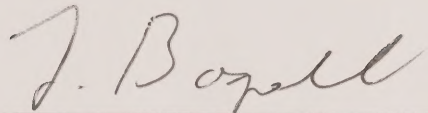
Signed at Whitehorse, Yukon, this 19th day of February, 2005.

**Her Majesty the Queen in Right  
of Canada:**

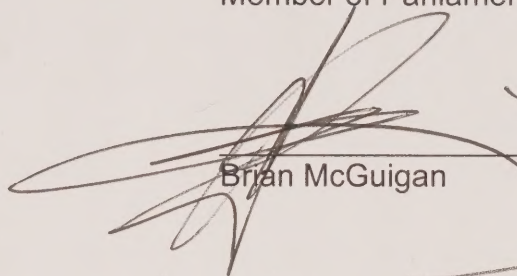


The Honourable Andy Scott  
Minister of Indian Affairs  
and Northern Development

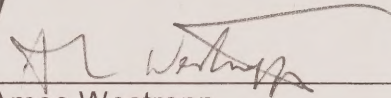
**Witnesses:**



The Honourable Larry Bagnell  
Member of Parliament for Yukon



Brian McGuigan



Amos Westropp

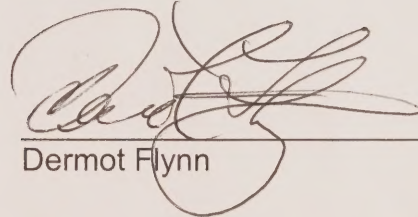
Signed at Whitehorse, Yukon, this 19th day of February, 2005.

**The Government of the Yukon:**

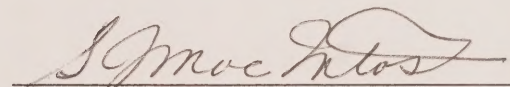


The Honourable Dennis Fentie  
Government Leader of the Yukon

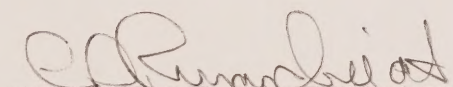
**Witnesses:**



Dermot Flynn



Sylvia MacIntosh



Carl Rumscheidt





WITNESSES  
TO THE KWANLIN DUN FIRST NATION  
FINAL AGREEMENT AND SELF-GOVERNMENT AGREEMENT  
SIGNED ON FEBRUARY 19, 2005.

Bill Webster

Bruce Webster

R. Adrien

Debra Thibodeau  
Bill Webster

Linda R. Harvey Way to go KDB!!

Jacqueline R. Bazett, TKC

Bruce A. Tuck

Q.





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## **CHAPTER 1 - DEFINITIONS**

In the Umbrella Final Agreement, the following definitions shall apply unless otherwise provided in a particular chapter.

"Act" includes ordinance.

"Bed" of a body of water means the land covered so long by water as to mark it from vegetation, or as to mark a distinct character upon the vegetation where it extends into the water or upon the soil itself.

"Category A Settlement Land" means land which has been identified pursuant to 5.3.1, declared pursuant to 5.12.1.1, or designated pursuant to 7.5.2.8 (a) to be Category A Settlement Land and which has not ceased to be Settlement Land in accordance with 5.11.0.

"Category B Settlement Land" means land which has been identified pursuant to 5.3.1, declared pursuant to 5.12.1.2, or designated pursuant to 7.5.2.8 (b) to be Category B Settlement Land and which has not ceased to be Settlement Land in accordance with 5.11.0.

### **Specific Provision**

"Chief" has the same meaning as in the Kwanlin Dun First Nation Constitution.

"Community Boundary" means:

- (a) for a municipality or hamlet designated under the Municipal Act, R.S.Y. 1986, c. 119, the boundary as set out in that Act; and
- (b) for a community not so designated, until such time as the community is designated a municipality or hamlet pursuant to the Municipal Act, R.S.Y. 1986, c. 119, the boundary as set out in the Yukon First Nation Final Agreement of that Yukon First Nation in whose Traditional Territory the community is located.

"Conservation" means the management of Fish and Wildlife populations and habitats and the regulation of users to ensure the quality, diversity and Long Term Optimum Productivity of Fish and Wildlife populations, with the primary goal of ensuring a sustainable harvest and its proper utilization.

"Construction Materials" includes rock, gravel, sand, marl, clay, earth, silt, pumice, volcanic ash, and materials derived therefrom or occurring as a constituent part thereof used in the construction and maintenance of public roads and other public works.

"Consult" or "Consultation" means to provide:

- (a) to the party to be consulted, notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
- (b) a reasonable period of time in which the party to be consulted may prepare its views on the matter, and an opportunity to present such views to the party obliged to consult; and
- (c) full and fair consideration by the party obliged to consult of any views presented.

"Council for Yukon Indians" includes any successor to the Council for Yukon Indians and, in the absence of any successor, the Yukon First Nations.

"Crown Land" means land vested from time to time in Her Majesty in Right of Canada, whether the administration and control thereof is appropriated to the Commissioner of the Yukon or not, but does not include Settlement Land.

"Decision Body" means the Government, a Yukon First Nation or both as determined by applying the same test set out in 12.13.0 for determination of the requirement to issue a Decision Document.

"Decision Document" means the document issued by the Decision Body pursuant to 12.6.3 or 12.12.1.

"Designated Heritage Site" means a Heritage Site designated as such pursuant to Laws of General Application.

"Developed Settlement Land" means any Parcel of Settlement Land designated as Developed Settlement Land in a Yukon First Nation Final Agreement or pursuant to 6.1.8 or 7.5.2.9.

"Documentary Heritage Resources" means Public Records or Non-Public Records, regardless of physical form or characteristics, that are of heritage significance, including correspondence, memoranda, books, plans, maps, drawings, diagrams, pictorial or graphic works, photographs, films, microforms, sound recordings, videotapes, machine-readable records, and any copy thereof.

"Effective Date" means the date on which a Yukon First Nation's Final Agreement takes effect.

"Encumbering Right" means every licence, permit or other right, and every right, title or interest described in 5.4.2.



"Existing Mineral Right" means a Mineral Right, other than a right to locate a claim or an unrecorded right to explore for Minerals other than Petroleum, existing at the date the affected land became Settlement Land and includes any renewal or replacement of such a Mineral Right or a new right described in 5.4.2.4.

"Exotic Species" means a vertebrate animal of any species or sub-species that is not indigenous to the Yukon.

"Fee Simple Settlement Land" means land which has been identified pursuant to 5.3.1, declared pursuant to 5.12.1.3, or designated pursuant to 7.5.2.8 (b) to be Fee Simple Settlement Land and which has not ceased to be Settlement Land in accordance with 5.11.0.

"Fish" includes:

- (a) portions of fish;
- (b) shellfish, crustaceans, marine animals, marine plants and portions thereof;
- (c) the eggs, spawn, larvae, spat and juvenile stages of fish, shellfish, crustaceans and marine animals; and
- (d) such fish products and by-products as are prescribed pursuant to section 34 of the Fisheries Act, R.S.C. 1985, c. F-14.

"Flooding Right" means the right to expropriate, provided by Laws of General Application and the Umbrella Final Agreement, for constructing, maintaining and operating a hydro-electric or water storage facility.

"Freshwater Fish" means all Fish found in the Yukon other than Salmon, but does not include Exotic Species or Transplanted Population, unless otherwise agreed by the parties to a Yukon First Nation Final Agreement.

"Gas" means natural gas and includes all substances other than Oil that are produced in association with natural gas.

"Government" means Canada or the Yukon, or both, depending upon which government or governments have responsibility, from time to time, for the matter in question.

"Harvesting" means gathering, hunting, trapping or fishing in accordance with a Settlement Agreement.

"Heritage Resources" includes Moveable Heritage Resources, Heritage Sites and Documentary Heritage Resources.

"Heritage Site" means an area of land which contains Moveable Heritage Resources, or which is of value for aesthetic or cultural reasons.

## **Specific Provision**

"Kwanlin Dun" means a person, or persons, enrolled under this Agreement in accordance with the criteria established in Chapter 3 - Eligibility and Enrollment.

"Kwanlin Dun Firm" means an entity which complies with the legal requirements to carry on business in the Yukon and which is either:

- (a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Kwanlin Dun or the Kwanlin Dun First Nation;
- (b) a co-operative controlled by Kwanlin Dun or the Kwanlin Dun First Nation;
- (c) a sole proprietorship operated by Kwanlin Dun;
- (d) a partnership in which at least 50 percent of the partners are Kwanlin Dun or the Kwanlin Dun First Nation; or
- (e) any other legal entity more than 50 percent owned or controlled by the Kwanlin Dun First Nation or Kwanlin Dun.

"Kwanlin Dun First Nation Constitution" has the same meaning as "Constitution" in the Kwanlin Dun First Nation Self-Government Agreement.

"Kwanlin Dun First Nation Council" has the same meaning as "Council" in the Kwanlin Dun First Nation Constitution.

"Kwanlin Dun First Nation Self-Government Agreement" means the agreement concluded by the Kwanlin Dun First Nation with Canada and the Yukon respecting government by and for the Kwanlin Dun First Nation and brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1994, c. 35.

"Land Set Aside" means land in the Yukon reserved or set aside by notation in the property records of the Northern Affairs Program, Department of Indian Affairs and Northern Development, for the use of the Indian and Inuit Program for Yukon Indian People.

"Law" includes common law.

"Laws of General Application" means laws of general application as defined by common law.

"Legislation" includes Acts, Regulations, orders-in-council and bylaws.

"Legislative Assembly" means the Council of the Yukon Territory as defined in the Yukon Act, R.S.C. 1985, c. Y-2.

"Local Government Services" means those services generally supplied by local government, including but not limited to recreational facilities, water, sewage, waste disposal, and road maintenance.

"Long Term Optimum Productivity" means the productivity required to ensure the long term continuation of a species or population while providing for the needs of Yukon Indian People and other harvesters and non-consumptive users of Fish and Wildlife in the short term.

"Major Highway" means a highway listed in Schedule A of Chapter 15 - Definitions of Boundaries and Measurement of Areas of Settlement Land.

"Migratory Game Birds" has the same meaning as in the Migratory Birds Convention Act, R.S.C. 1985, c. M-7.

"Mineral Right" means any licence, permit or other right to explore for, locate, develop, produce or transport any Minerals other than Specified Substances and to enter on land for those purposes.

"Minerals" means precious and base metals and other non-living, naturally occurring substances, whether solid, liquid or gaseous, and includes coal, Petroleum and Specified Substances.

"Mines" means mines, opened and unopened.

"Minister" means the Minister or Ministers of Government charged by Legislation with the responsibility, from time to time, for the exercise of powers in relation to the matter in question.

"Moveable Heritage Resources" means moveable non-documentary works or assemblies of works of people or of nature that are of scientific or cultural value for their archaeological, palaeontological, ethnological, prehistoric, historic or aesthetic features, including moveable structures and objects.

"National Park" means land described in the schedules to the National Parks Act, R.S.C. 1985, c. N-14 within the Yukon.

"Natural Boundary" means a boundary, at any instant, corresponding to the position of a designated natural feature as it exists at that instant and the boundary position changes with the natural movements of the feature, so long as those movements are gradual and imperceptible from moment to moment.



"Navigable Water" means a stream, river, lake, sea or other body of water, used or capable of being used by the public for navigation by boats, kayaks, canoes, rafts or other small craft, or log booms on a continuous or seasonal basis, and includes any parts thereof interrupted by occasional natural obstructions or bypassed by portages.

"New Mineral Right" means any Mineral Right other than an Existing Mineral Right.

"Non-Settlement Land" means all land and water in the Yukon other than Settlement Land and includes Mines and Minerals in Category B Settlement Land and Fee Simple Settlement Land, other than Specified Substances.

"Oil" means crude oil, regardless of gravity, produced at a well head in liquid form, and any other hydrocarbons except coal and Gas and, without limiting the generality of the foregoing, includes hydrocarbons that may be extracted or recovered from deposits of oil sand, bituminous sand, oil shale or from any other type of deposits on the surface or subsurface.

"Parcel" means any particular portion of Settlement Land.

"Person" means any natural person or artificial entity capable of having rights or obligations and includes Government.

"Petroleum" means Oil or Gas.

"Property Taxes" means all municipal tax and tax on real property but, for greater certainty, does not include income tax, tax on goods and services, sales tax, or tax on transfer of real property.

"Proposed Site Specific Settlement Land" means a parcel of land identified by the notation "S" and a number on maps appended to each Yukon First Nation Final Agreement.

"Public Access for Wildlife Harvesting" means a public right of access set out in 16.12.3.

"Quarry" means a pit, excavation, or other place made by any means for the purpose of removing Construction Materials or a site identified for such purposes, and includes works, machinery, plants, and buildings below or above ground belonging to or used in connection with a Quarry.

"Regulation" includes a regulation or any instrument made in the execution of a power or authority conferred by an Act.

"Reserve" means a Reserve as defined in the Indian Act, R.S.C. 1985, c. I-5.

"Right to Work" includes the right to enter on, use and occupy the land or as much thereof and to such extent as may be necessary for the purpose of the working and extraction of Minerals.



"Road" means a territorial highway designated in section 8(2) of the Highways Regulations O.I.C 1979/79 as amended by O.I.C. 1987/100 and having a prescribed right-of-way width not exceeding 60 metres.

"Salmon" means Pacific Salmon of the species Oncorhynchus nerka including sockeye; Oncorhynchus kisutch including coho; Oncorhynchus gorbuscha including pink; Oncorhynchus keta including chum; and Oncorhynchus tshawytscha including chinook; anadromous whitefish and cisco (Coregonidae spp.); and anadromous Arctic char (Salvelinus alpinus).

"Settlement Agreement" means a Yukon First Nation Final Agreement or a Transboundary Agreement.

"Settlement Corporation" means a corporation as referred to in 20.4.2.

"Settlement Land" means Category A Settlement Land, Category B Settlement Land or Fee Simple Settlement Land.

"Settlement Legislation" means the Act of Parliament and the Act of the Yukon Legislative Assembly described in 2.4.2.

"Site Specific Settlement Land" means a Parcel of Proposed Site Specific Settlement Land which is described as Site Specific Settlement Land in a plan of survey confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.

"Specified Substances" means any of carving stone, flint, limestone, marble, gypsum, shale, slate, clay, sand, gravel, construction stone, sodium chloride, volcanic ash, earth, soil, diatomaceous earth, ochre, marl and peat.

"Specified Substances Right" means the right of a Yukon First Nation to take and use, without payment of any royalty, a Specified Substance.

"Surface Rights Board" means the Board established pursuant to 8.1.1.

"Sustainable Development" means beneficial socio-economic change that does not undermine the ecological and social systems upon which communities and societies are dependent.

"Traditional Territory" means, subject to a Yukon First Nation Final Agreement, with respect to each Yukon First Nation and each Yukon Indian Person enrolled in that Yukon First Nation's Final Agreement, the geographic area within the Yukon identified as that Yukon First Nation's Traditional Territory on the map referred to in 2.9.0.

"Transboundary Agreement" means a land claims agreement with respect to:

- (a) any aboriginal claims in a Yukon First Nation's Traditional Territory by the Kaska Dena Council, Tahltan Tribal Council or Taku River Tlingits of British Columbia and the Dene/Metis of the Northwest Territories; and
- (b) any aboriginal claims in the Northwest Territories or British Columbia by Yukon Indian People.

"Transplanted Population" means, except as otherwise agreed by the parties to a Yukon First Nation Final Agreement, a population of Freshwater Fish or Wildlife that is intentionally introduced by Government or by an entity other than a Yukon First Nation, anywhere in the Yukon as part of a Freshwater Fish or Wildlife management program.

"Undeveloped Settlement Land" means all Settlement Land not designated Developed Settlement Land and any Settlement Land designated as Undeveloped Settlement Land pursuant to 6.1.8 or 7.5.2.9.

"Waterfront Right-of-Way" means the public right-of-way along Navigable Water described in 5.15.0.

"Wildlife" means a vertebrate animal of any species or sub-species that is wild in the Yukon, but does not include Fish, and does not include Exotic Species or Transplanted Population, unless otherwise agreed by the parties to a Yukon First Nation Final Agreement.

"Yukon First Nation" means one of the following:

Carcross/Tagish First Nation;  
Champagne and Aishihik First Nations;  
Dawson First Nation;

### **Specific Provision**

For greater certainty, Dawson First Nation is now known as "Tr'ondëk Hwëch'in".

Kluane First Nation;  
Kwanlin Dun First Nation;  
Liard First Nation;  
Little Salmon/Carmacks First Nation;  
First Nation of Nacho Nyak Dun;  
Ross River Dena Council;  
Selkirk First Nation;  
Ta'an Kwach'an Council;  
Teslin Tlingit Council;  
Vuntut Gwitchin First Nation; or  
White River First Nation.

"Yukon First Nations" means all of the Yukon First Nations defined as a Yukon First Nation.

"Yukon First Nation Burial Site" means a place outside a recognized cemetery where the remains of a cultural ancestor of a Yukon Indian Person have been interred, cremated or otherwise placed.

"Yukon First Nation Final Agreement" means a land claims agreement for a Yukon First Nation that includes provisions specific to that Yukon First Nation and incorporates the provisions of the Umbrella Final Agreement.

"Yukon Indian People" means more than one Yukon Indian Person.

"Yukon Indian Person" means a person enrolled under one of the Yukon First Nation Final Agreements in accordance with criteria established in Chapter 3 - Eligibility and Enrollment.





## **CHAPTER 2 - GENERAL PROVISIONS**

### **2.1.0 The Umbrella Final Agreement**

- 2.1.1 Ratification of the Umbrella Final Agreement by the Yukon First Nations, through the Council for Yukon Indians, and by Canada and the Yukon signifies their mutual intention to negotiate Yukon First Nation Final Agreements in accordance with the Umbrella Final Agreement.

#### **Specific Provision**

- 2.1.1.1 This Agreement is the Yukon First Nation Final Agreement for the Kwanlin Dun First Nation, concluded in accordance with 2.1.1.

- 2.1.2 The Umbrella Final Agreement does not create or affect any legal rights.
- 2.1.3 A Yukon First Nation Final Agreement shall include the provisions of the Umbrella Final Agreement and the specific provisions applicable to that Yukon First Nation.

### **2.2.0 Settlement Agreements**

- 2.2.1 Settlement Agreements shall be land claims agreements within the meaning of section 35 of the Constitution Act, 1982.
- 2.2.2 Nothing in a Yukon First Nation Final Agreement shall affect any aboriginal claim, right, title or interest of a Yukon First Nation claimed in British Columbia or the Northwest Territories.
- 2.2.3 Settlement Agreements shall not affect the identity of aboriginal people of the Yukon as aboriginal people of Canada.
- 2.2.4 Subject to 2.5.0, 5.9.0, 5.10.1 and 25.2.0, Settlement Agreements shall not affect the ability of aboriginal people of the Yukon to exercise, or benefit from, any existing or future constitutional rights for aboriginal people that may be applicable to them.
- 2.2.5 Settlement Agreements shall not affect the rights of Yukon Indian People as Canadian citizens and their entitlement to all of the rights, benefits and protection of other citizens applicable from time to time.

- 2.2.6 Nothing in Settlement Agreements shall affect the ability of Yukon First Nations or Yukon Indian People to participate in and benefit from, Government programs for status Indians, non-status Indians or native people, as the case may be. Benefits under such programs shall be determined by the general criteria for such programs established from time to time. Programs which apply to Yukon Indian People residing on a Reserve or on Land Set Aside shall not cease only by reason of the fact the land becomes Settlement Land pursuant to a Yukon First Nation Final Agreement.
- 2.2.7 Except as provided in Chapter 4 - Reserves and Lands Set Aside and Chapter 20 - Taxation, nothing in Settlement Agreements shall affect any rights or benefits Yukon First Nations or Yukon Indian People may have or be entitled to under the Indian Act, R.S.C. 1985, c. I-5.
- 2.2.8 The parties to the Umbrella Final Agreement shall negotiate the processes for ratification of the Umbrella Final Agreement and the ratification of those processes shall be sought at the same time as ratification of the Umbrella Final Agreement.
- 2.2.9 Each Yukon First Nation and Government shall negotiate the processes for ratification of that Yukon First Nation's Final Agreement and the ratification of those processes shall be sought prior to or at the same time as ratification of the Yukon First Nation Final Agreement.

#### **Specific Provision**

- 2.2.9.1 The process for ratification of this Agreement is set out in Schedule A - Ratification of the Kwanlin Dun First Nation Final Agreement, attached to this chapter.
- 2.2.9.2 For greater certainty, this Agreement is made when it is signed by representatives of the parties in both English and French and both versions of this Agreement shall be equally authoritative.

- 2.2.10 The parties to a Transboundary Agreement shall negotiate the processes for ratification of that Transboundary Agreement and the ratification of those processes shall be sought prior to or at the same time as ratification of the Transboundary Agreement.
- 2.2.11 The enactment of Settlement Legislation shall be a condition precedent to the validity of Settlement Agreements which are ratified at the same time the Umbrella Final Agreement is ratified.
- 2.2.12 The passing of an order-in-council shall be a condition precedent to the validity of Yukon First Nation Final Agreements which are ratified subsequent to those Settlement Agreements referred to in 2.2.11.

- 2.2.13 Except as provided in Transboundary Agreements, nothing in Settlement Agreements shall be construed to affect, recognize or provide any rights under section 35 of the Constitution Act, 1982 for any aboriginal peoples other than persons who are eligible to be Yukon Indian People. \*
- 2.2.14 Subject to 2.2.13, no right provided in Settlement Agreements for the benefit of any Person who is not a Yukon Indian Person or a Yukon First Nation shall be construed as a right within the meaning of section 35 of the Constitution Act, 1982.
- 2.2.15 Settlement Agreements shall be the entire agreement between the parties thereto and there shall be no representation, warranty, collateral agreement or condition affecting those Agreements except as expressed in them.

### **Specific Provision**

- 2.2.15.1 Certain financial and other arrangements in addition to those in this Agreement are set out in a memorandum attached as Appendix C to this Agreement. Appendix C does not form part of this Agreement.
- 2.2.15.2 Arrangements to settle outstanding litigation and potential disagreements in relation to Lot 226, Group 5, as shown on a plan of survey by H.G. Dickson, DLS, dated September 7, 1918, and the Memorandum of Agreement with Respect to the Relocation of the Kwanlin Dun Indian Band Residential Area to the McIntyre Site dated March 4, 1986, as amended, are set out in a collateral agreement between Canada and the Kwanlin Dun First Nation. The collateral agreement is not printed with and does not form part of this Agreement.

## **2.3.0 Amendment**

- 2.3.1 Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.
- 2.3.2 Consent to any amendment pursuant to 2.3.1 may only be given on the part of:
- 2.3.2.1 Canada, by the Governor in Council;

\* As amended. For Federal approval of the amendment, see Federal OIC 1997-1369. For Council for Yukon Indians approval of the amendment, see the Resolution of its Leadership Board passed March 23, 1994. For Yukon approval of the amendment, see Yukon OIC 1997-161.



2.3.2.2 the Yukon, by the Commissioner in Executive Council; and

2.3.2.3 Yukon First Nations by the following process,

- (a) the Council for Yukon Indians shall Consult on all proposed amendments with all Yukon First Nations and shall provide the result of those Consultations to all Yukon First Nations,
- (b) an amendment shall only be considered approved by the Yukon First Nations if it is approved by two thirds of the Yukon First Nations which have Yukon First Nation Final Agreements in effect and which represent at least 50 percent of all Yukon Indian People, and
- (c) the Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b).

2.3.3 A Yukon First Nation shall approve an amendment to the provisions of the Umbrella Final Agreement in the same way that it approves amendments to the specific provisions of its Yukon First Nation Final Agreement.

2.3.4 Except where expressly provided in a Yukon First Nation Final Agreement, a specific provision applicable to that Yukon First Nation may only be amended by the parties to that Yukon First Nation Final Agreement.

2.3.5 Consent to any amendment pursuant to 2.3.4 may only be given on the part of:

2.3.5.1 Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Final Agreement;

#### **Specific Provision**

- (a) the Minister of Indian Affairs and Northern Development may consent, on behalf of Canada, to any amendment to:
  - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
  - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 or 9.0 of that schedule;
  - iii) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
  - iv) Schedule E - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;



- v) Schedule A - Settlement Land Parcels Exempt From Property Taxes (15 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
  - vi) Schedule B - Settlement Land Parcels Exempt From Property Taxes (20 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
  - vii) Schedule C - Settlement Land Parcels Exempt From Property Taxes, attached to Chapter 21 - Taxation of Settlement Land; and
  - viii) Appendix A - Settlement Land Descriptions, attached to this Agreement;
- (b) the Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to any amendments to other specific provisions of this Agreement.

2.3.5.2 the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Final Agreement; and

### **Specific Provision**

- (a) the Yukon Minister with responsibility for land claims and self-government may consent, on behalf of the Yukon, to any amendment to:
- i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
  - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 or 9.0 of that schedule;
  - iii) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
  - iv) Schedule E - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
  - v) Schedule A - Settlement Land Parcels Exempt From Property Taxes (15 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
  - vi) Schedule B - Settlement Land Parcels Exempt From Property Taxes (20 year exemption), attached to Chapter 21 - Taxation of Settlement Land;

- vii) Schedule C - Settlement Land Parcels Exempt From Property Taxes, attached to Chapter 21 - Taxation of Settlement Land; and
  - viii) Appendix A - Settlement Land Descriptions, attached to this Agreement;
- (b) the Commissioner in Executive Council may delegate to the Yukon Minister with responsibility for land claims and self-government the authority to consent, on behalf of the Yukon, to any amendments to other specific provisions of this Agreement.

2.3.5.3 a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.

#### **Specific Provision**

- (a) consent to any amendment pursuant to 2.3.4 may only be given on the part of the Kwanlin Dun First Nation by a resolution of the Kwanlin Dun First Nation Council;
- (b) the Kwanlin Dun First Nation shall provide Government with a certified copy of a resolution consenting to an amendment pursuant to 2.3.5.3(a), and all Persons shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).

2.3.6 Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.

#### **2.4.0 Settlement Legislation**

2.4.1 Upon ratification of the Umbrella Final Agreement, and upon ratification of a Yukon First Nation Final Agreement, Canada shall recommend to Parliament, and the Yukon shall recommend to the Legislative Assembly, Settlement Legislation.

- 2.4.2 Prior to ratification of the Umbrella Final Agreement, the parties to the Umbrella Final Agreement shall negotiate guidelines for drafting the Act that Canada will recommend to Parliament and the Act that the Yukon will recommend to the Yukon Legislative Assembly, which shall, among other things:
- 2.4.2.1 approve, give effect to and declare valid those Settlement Agreements which have been ratified at the same time as the Umbrella Final Agreement and enable subsequently ratified Settlement Agreements to be approved, given effect and declared valid by order-in-council;
  - 2.4.2.2 acknowledge that a Settlement Agreement is a land claims agreement within the meaning of section 35 of the Constitution Act, 1982;
  - 2.4.2.3 provide that a Settlement Agreement is binding on third parties; and
  - 2.4.2.4 provide that where there is any doubt in the meaning of Settlement Legislation, any Settlement Agreement may be examined as an aid to interpretation.
- 2.4.3 Government shall Consult the Council for Yukon Indians during the drafting of Settlement Legislation.

<b>Specific Provision</b>	
2.4.3.1	Government shall Consult with the Kwanlin Dun First Nation during the drafting of any amendment to Settlement Legislation which affects the Kwanlin Dun First Nation.



## **2.5.0 Certainty**

- 2.5.1 In consideration of the promises, terms, conditions and provisos in a Yukon First Nation's Final Agreement:
- 2.5.1.1 subject to 5.14.0, that Yukon First Nation and all persons who are eligible to be Yukon Indian People it represents, as of the Effective Date of that Yukon First Nation's Final Agreement, cede, release and surrender to Her Majesty the Queen in Right of Canada, all their aboriginal claims, rights, titles, and interests, in and to,
    - (a) Non-Settlement Land and all other land and water including the Mines and Minerals within the sovereignty or jurisdiction of Canada, except the Northwest Territories, British Columbia and Settlement Land,



- (b) the Mines and Minerals within all Settlement Land, and
- (c) Fee Simple Settlement Land;

2.5.1.2 that Yukon First Nation and all persons eligible to be Yukon Indian People it represents, as of the Effective Date of that Yukon First Nation's Final Agreement, cede, release and surrender to Her Majesty the Queen in Right of Canada all their aboriginal claims, rights, titles and interests in and to Category A and Category B Settlement Land and waters therein, to the extent that those claims, rights, titles and interests are inconsistent or in conflict with any provision of a Settlement Agreement;

2.5.1.3 that Yukon First Nation and all persons eligible to be Yukon Indian People it represents, as of the Effective Date of that Yukon First Nation's Final Agreement, cede, release and surrender to Her Majesty the Queen in Right of Canada any claims, rights or causes of action which they may ever have had, may now have or may have hereafter, under, or arising out of Treaty 11; and

2.5.1.4 neither that Yukon First Nation nor any person eligible to be a Yukon Indian Person it represents, their heirs, descendants and successors, shall, after the Effective Date of that Yukon First Nation's Final Agreement, assert any cause of action, action for declaration, claim or demand of whatever kind or nature, which they ever had, now have, or may hereafter have against Her Majesty the Queen in Right of Canada, the Government of any Territory or Province, or any person based on,

- (a) any aboriginal claim, right, title or interest ceded, released or surrendered pursuant to 2.5.1.1 and 2.5.1.2,
- (b) any aboriginal claim, right, title or interest in and to Settlement Land, lost or surrendered in the past, present or future, or
- (c) any claim, right or cause of action described in 2.5.1.3.

2.5.2 Nothing in a Settlement Agreement shall be construed as an admission or assertion by that Yukon First Nation or Yukon Indian People that Treaty 11 has any application to or effect on Yukon First Nations or Yukon Indian People.

2.5.3 Government undertakes not to assert that Treaty 11 had or has any effect with respect to the rights, titles or interests of a Yukon First Nation or a Yukon Indian Person on Settlement Land.



## **2.6.0 Interpretation of Settlement Agreements and Application of Law**

- 2.6.1 The provisions of the Umbrella Final Agreement, the specific provisions of the Yukon First Nation Final Agreement and Transboundary Agreement applicable to each Yukon First Nation shall be read together.
- 2.6.2 Settlement Legislation shall provide that:
- 2.6.2.1 subject to 2.6.2.2 to 2.6.2.5, all federal, territorial and municipal Law shall apply to Yukon Indian People, Yukon First Nations and Settlement Land;
  - 2.6.2.2 where there is any inconsistency or conflict between any federal, territorial or municipal Law and a Settlement Agreement, the Settlement Agreement shall prevail to the extent of the inconsistency or conflict;
  - 2.6.2.3 where there is any inconsistency or conflict between the provisions of the Umbrella Final Agreement and the specific provisions applicable to a Yukon First Nation, the provisions of the Umbrella Final Agreement shall prevail to the extent of the inconsistency or conflict;
  - 2.6.2.4 where there is any inconsistency or conflict between Settlement Legislation and any other Legislation, the Settlement Legislation shall prevail to the extent of the inconsistency or conflict; and
  - 2.6.2.5 where there is any inconsistency or conflict between the Inuvialuit Final Agreement in effect on the date of ratification of the Umbrella Final Agreement by Yukon First Nations and a Settlement Agreement, the Inuvialuit Final Agreement shall prevail to the extent of the inconsistency or conflict.
- 2.6.3 There shall not be any presumption that doubtful expressions in a Settlement Agreement be resolved in favour of any party to a Settlement Agreement or any beneficiary of a Settlement Agreement.
- 2.6.4 Nothing in any Settlement Agreement shall be construed as an admission by Government that Yukon First Nations or Yukon Indian People have any aboriginal rights, title or interests anywhere within the sovereignty or jurisdiction of Canada.
- 2.6.5 Nothing in a Settlement Agreement shall be construed to preclude any party from advocating before the courts any position on the existence, nature or scope of any fiduciary or other relationship between the Crown and the Yukon First Nations.
- 2.6.6 Settlement Agreements shall be interpreted according to the Interpretation

Act, R.S.C. 1985, c. I-21, with such modifications as the circumstances require.

2.6.7 Objectives in Settlement Agreements are statements of the intentions of the parties to a Settlement Agreement and shall be used to assist in the interpretation of doubtful or ambiguous expressions.

2.6.8 Capitalized words or phrases shall have the meaning assigned in the Umbrella Final Agreement.

## **2.7.0 Access to Information and Privacy**

2.7.1 Notwithstanding any other provision of the Settlement Agreements, Government shall not be required to disclose any information that it is required or entitled to withhold under any Legislation relating to access to information or privacy. Where Government has a discretion to disclose any information, it shall take into account the objectives of the Settlement Agreements in exercising that discretion.

## **2.8.0 Remedies**

2.8.1 Neither Government, the Council for Yukon Indians, a Yukon First Nation, nor any Yukon Indian Person shall have a claim or cause of action in the event any provision of a Settlement Agreement or Settlement Legislation is found to be invalid by a court of competent jurisdiction.

2.8.2 Neither Government, the Council for Yukon Indians, a Yukon First Nation, nor any Yukon Indian Person shall challenge the validity of any provision of a Settlement Agreement or Settlement Legislation.

2.8.3 If any provision of a Settlement Agreement or Settlement Legislation is found by a court of competent jurisdiction to be invalid, the parties thereto shall make best efforts to amend that Agreement or the Settlement Legislation to remedy the invalidity or replace the invalid provision.

## **2.9.0 Internal Overlap and Transboundary Agreements**

2.9.1 Subject to 2.9.2, each Yukon First Nation has provided to Government a map at a scale no smaller than 1:500,000 delineating its Traditional Territory within the Yukon as shown in each Yukon First Nation Final Agreement.

### **Specific Provision**

- 2.9.1.1 The map referred to in 2.9.1 is set out as Map Sheet Kwanlin Dun First Nation Traditional Territory, in Appendix B - Maps, which forms a separate volume to this Agreement.

- 2.9.2 Prior to the ratification of the Umbrella Final Agreement by the Yukon First Nations, the Kluane First Nation and the White River First Nation shall provide maps, at a scale no smaller than 1:500,000, of their Traditional Territories, which Traditional Territories shall be delineated within the Traditional Territory map provided by the Kluane First Nation pursuant to 2.9.1.

- 2.9.3 Prior to the ratification of a Yukon First Nation Final Agreement by the Yukon First Nation, any overlapping claim, right, title and interest, of other Yukon First Nations within its Traditional Territory as delineated pursuant to 2.9.1 or 2.9.2 shall be resolved to the satisfaction of the parties to that Yukon First Nation Final Agreement.

### **Specific Provision**

- 2.9.3.1 Provisions respecting the resolution of the overlapping claims, rights, titles and interests of other Yukon First Nations within the Traditional Territory of the Kwanlin Dun First Nation pursuant to 2.9.3 are set out in Schedule B - Resolution of Overlapping Claims, attached to this chapter.

## **2.10.0 Representation and Warranty**

- 2.10.1 Each Yukon First Nation hereby represents and warrants to Government that it represents all Yukon Indian People who may have any aboriginal claims, rights, titles or interests in or to its Traditional Territory.

### **Specific Provision**

- 2.10.1.1 Government shall only rely on the representation and warranty made by the Kwanlin Dun First Nation under 2.10.1 in relation to Yukon Indian People who are eligible to be enrolled under the Kwanlin Dun First Nation Final Agreement.



2.10.2 Each Yukon First Nation hereby indemnifies and forever saves harmless Her Majesty the Queen in Right of Canada from and against all suits and actions, causes of action, claims, demands, and damages, whether known or unknown, by any person eligible to be a Yukon Indian Person represented by the Yukon First Nation referred to in 2.10.1, which that person ever had, now has or may hereafter have against Canada or the Yukon relating to or in any way arising from the claims, rights, titles and interests described in 2.5.0, 5.9.0 and 5.10.1.

## **2.11.0 General**

2.11.1 Except as expressly provided otherwise, any reference in a Settlement Agreement to Legislation, an Act or a provision of an Act includes:

2.11.1.1 that Legislation, Act or provision of an Act, and any Regulations made thereunder, as amended from time to time; and

2.11.1.2 any successor Legislation, Act or provision of an Act.

2.11.2 Successor Legislation includes territorial Legislation which replaces federal Legislation as a consequence of devolution of authority or responsibility from Canada to the Yukon.

2.11.3 For purposes of the application of provisions of the Umbrella Final Agreement to a Yukon First Nation, the then existing name of each Yukon First Nation is substituted for the term "Yukon First Nation" wherever it appears in 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.1 of the Umbrella Final Agreement.

2.11.4 Except as provided in 2.11.3, for purposes of the application of the provisions of the Umbrella Final Agreement to a Yukon First Nation, each Yukon First Nation Final Agreement and each Transboundary Agreement shall name which of that Yukon First Nation's then existing legal entities is to be substituted for the term "Yukon First Nation" wherever the context requires.

### **Specific Provision**

2.11.4.1 The Kwanlin Dun First Nation described in the Legislation giving effect to the Kwanlin Dun First Nation Self-Government Agreement is the legal entity referred to in 2.11.4.

2.11.5 Any legal entity described in 2.11.4 must have all the capacities, rights, powers and privileges of a natural person, subject to such special provisions as may be set out in that Transboundary Agreement or Yukon First Nation Final Agreement.



- 2.11.6 The act of acquiring or the holding of any rights, liabilities or obligations by any entity described in 2.11.4, shall not be construed to affect any aboriginal right, title or interest of that Yukon First Nation or any person eligible to be a Yukon Indian Person it represents.
- 2.11.7 Yukon First Nation Final Agreements may provide for that Yukon First Nation to alter from time to time which of its legal entities shall hold rights, liabilities or obligations pursuant to 2.11.4.

#### **Specific Provision**

- 2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Kwanlin Dun First Nation may cause any of its rights, obligations and liabilities set out in this Agreement to be held or performed, on its behalf, by any legal entity wholly controlled by the Kwanlin Dun First Nation or wholly controlled by the Kwanlin Dun First Nation and one or more other Yukon First Nations, provided any such arrangement does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.
- 2.11.7.2 The Kwanlin Dun First Nation, prior to the Effective Date of this Agreement, shall establish and thereafter maintain a public register identifying all rights, obligations and liabilities held on its behalf pursuant to 2.11.7.1.
- 2.11.7.3 Government shall not be liable to Kwanlin Dun for any damage or loss suffered by Kwanlin Dun as a result of the failure of the Kwanlin Dun First Nation or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

- 2.11.8 Government may determine, from time to time, how and by whom any power or authority of Government or a Minister set out in a Settlement Agreement, other than the power to consent to an amendment pursuant to 2.3.0, shall be exercised.
- 2.11.9 The Supreme Court of the Yukon shall have jurisdiction in respect of any action or proceeding arising out of Settlement Legislation or a Settlement Agreement.
- 2.11.10 Nothing in a Settlement Agreement shall be construed to limit any jurisdiction the Federal Court of Canada may have from time to time.

## **2.12.0 Boards**

### **2.12.1 The provisions of 2.12.2 apply to the:**

Enrollment Commission;

Yukon Land Use Planning Council;

Regional Land Use Planning Commissions;

Yukon Development Assessment Board;

Yukon Heritage Resources Board;

Yukon Geographical Place Names Board;

Yukon Water Board;

Fish and Wildlife Management Board, including the Salmon Sub-Committee;

Renewable Resources Councils;

Dispute Resolution Board;

Surface Rights Board;

Kluane National Park Management Board; and

any other entity agreed to in a Yukon First Nation Final Agreement.

### **2.12.2 Unless otherwise provided in a Settlement Agreement, the following provisions shall apply to a Board:**

2.12.2.1 a majority of the members nominated by Yukon First Nations or the Council for Yukon Indians, as the case may be, and a majority of the members nominated by Government shall be residents of the Yukon;

2.12.2.2 the Council for Yukon Indians or Yukon First Nations, as the case may be, and Government, shall put forward their nominees within 60 days of a request by the Minister;

2.12.2.3 appointments of Government nominees shall be made by the Minister as soon as practicable;

2.12.2.4 the Minister shall appoint as soon as practicable those persons nominated by Yukon First Nations or the Council for Yukon Indians, as the case may be;

- 2.12.2.5 in the event of a vacancy, the Board may discharge its duties with such members as have been nominated and appointed;
- 2.12.2.6 a member shall not be deemed to be in a position of conflict of interest solely by virtue of being a Yukon Indian Person;
- 2.12.2.7 members may only be removed for cause, provided however that, in addition to the grounds for removal for cause recognized generally in Law, a Board, may specify additional grounds in its procedures;
- 2.12.2.8 each Board shall prepare an annual budget for review and approval by Government and the approved expenses of the Board shall be a charge on Government;
- 2.12.2.9 each Board shall consider including in its annual budget funding to allow the Board to provide its members with cross cultural orientation and education, and other training directed to improving its members' ability to carry out their responsibilities, as well as funding for facilities to allow board members to carry out their responsibilities in their traditional languages;
- 2.12.2.10 each Board may adopt bylaws for its internal management and may make rules governing its procedures consistent with the Umbrella Final Agreement and with any Legislation establishing the Board;
- 2.12.2.11 appointments to a Board shall be for a three year term except that the term of initial appointments to a Board may, in the discretion of the nominating party, be less than but not exceed three years and any appointment replacing a member whose term has not expired shall only be for the unexpired portion of that term; and
- 2.12.2.12 members of Boards shall not be delegates of the parties who nominate or appoint them.

### **Specific Provision**

#### **2.13.0 Joint Action of Renewable Resources Councils**

- 2.13.1 For greater certainty, the Ibx Renewable Resources Council established by 16.6.0 of this Agreement may meet jointly with other Renewable Resources Councils, to make to the Minister a joint recommendation or decision respecting any matter within the authority of the Renewable Resources Councils.



## **SCHEDULE A**

### **RATIFICATION OF THE KWANLIN DUN FIRST NATION FINAL AGREEMENT**

#### **1.0 Definitions**

##### **1.1** In this schedule the following definitions shall apply.

"Collateral Agreement" means the collateral agreement referred to in 2.2.15.2 of this Agreement.

"Members of the Kwanlin Dun First Nation Band" means persons who are, as of the day 45 days before the first day of the vote, registered Indians of, or are members of, the Indian Act, R.S.C. 1985, c. I-5 Kwanlin Dun First Nation Band, and for this purpose "registered" has the same meaning as in the Indian Act, R.S.C. 1985, c. I-5.

"Memorandum" means the Memorandum Regarding Certain Financial and Other Arrangements referred to in 2.2.15.1 of this Agreement and attached as Appendix C to this Agreement, but which does not form part of this Agreement.

"Official Enrollment List" means the official enrollment list for the Kwanlin Dun First Nation prepared by the Enrollment Commission pursuant to Chapter 3 - Eligibility and Enrollment.

"Official Voters List" means the official voters list prepared by the Ratification Committee pursuant to 4.0 of this schedule.

"Ratification Committee" means the Ratification Committee established pursuant to 3.1 of this schedule.

#### **2.0 General**

##### **2.1** Ratification of this Agreement and the Memorandum by the Kwanlin Dun First Nation in accordance with this schedule shall be considered ratification by all persons eligible to be Yukon Indian People that it represents.

##### **2.2** Where there is a reference in this schedule to a period of time after or before a specified day the period does not include that day.



### **3.0 Ratification Committee**

- 3.1 Upon initialling of this Agreement by the negotiators, signifying their intent to recommend it for ratification to their principals, a ratification committee shall be established with responsibility for conducting the Kwanlin Dun First Nation ratification process.
- 3.2 The Ratification Committee shall consist of three persons, one named by the Kwanlin Dun First Nation, one named jointly by Canada and the Yukon, and one named jointly by the other two persons named.
- 3.3 The Ratification Committee shall be an independent body and act at arm's-length from the parties to this Agreement and its members shall not be delegates of those who name them.
- 3.4 Following discussions with the Kwanlin Dun First Nation, the Ratification Committee shall prepare a budget for the ratification process, subject to review and approval by Canada. The approved expenses of the Ratification Committee shall be a charge on Canada.

### **4.0 Official Voters List**

- 4.1 For the purpose of ratifying this Agreement, the Memorandum, the Kwanlin Dun First Nation Self-Government Agreement, the Kwanlin Dun First Nation Constitution and the Collateral Agreement, the Ratification Committee shall prepare an official voters list comprised of three lists as follows:

list one, which shall be comprised of all persons who are, as of the day 45 days before the first day of the vote, on the Official Enrollment List and are Members of the Kwanlin Dun First Nation Band,

list two, which shall be comprised of all persons who are, as of the day 45 days before the first day of the vote, on the Official Enrollment List but are not Members of the Kwanlin Dun First Nation Band; and

list three, which shall be comprised of all persons who are, as of the day 45 days before the first day of the vote, Members of the Kwanlin Dun First Nation Band, but are not on the Official Enrollment List,

all of whom will be, as of the last day of the vote, at least 18 years of age.

- 4.2 At least 30 days before the first day of the vote, the Ratification Committee shall publish the Official Voters List in the offices of the Kwanlin Dun First Nation in the City of Whitehorse and in such other communities as it considers necessary.
- 4.3 The Ratification Committee shall add to lists one, two or three of the Official Voters List, as the case may be, the name of any person, upon the request of that person, who at any time up to and including the last day of the vote is added to the Official Enrollment List or becomes a Member of the Kwanlin Dun First Nation Band and who will be, as of the last day of the vote at least 18 years of age.
- 4.4 Only persons whose names appear on lists one or two of the Official Voters List shall be eligible to vote on the ratification of this Agreement and the Memorandum.
- 4.5 The Ratification Committee shall make reasonable efforts to locate each person whose name is on the Official Voters List as early in the ratification process as practicable and inform the voter of the vote and the dates of the vote.
- 4.6 A person whose name is on the Official Voters List is located if
- 4.6.1 no later than 14 days before the first day of voting determined pursuant to 6.1, the person has been contacted by a representative of the Ratification Committee in person or by telephone,
  - 4.6.2 no later than 14 days before the first day of voting determined pursuant to 6.1, the Ratification Committee sends a notice by post or by e-mail addressed to the person and obtains an acknowledgement of receipt indicating receipt by that person, or
  - 4.6.3 the person casts a ballot.

## **5.0 Information Campaign**

- 5.1 The Ratification Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of this Agreement and the Memorandum through the use of a communications strategy which may include videos, information booklets, community visits, door to door visits and accurate map reproductions.

- 5.2 Only printed, audio and visual material submitted by the Ratification Committee to, and approved by, the parties shall be made available or distributed to eligible voters by the Ratification Committee pursuant to 5.1. Material submitted by the Ratification Committee to a party shall be considered approved by that party unless the Ratification Committee receives written notice otherwise within 15 calendar days of the material being received by that party.

## **6.0 Voting Process**

- 6.1 The day or days for the vote on the ratification of this Agreement and the Memorandum shall be determined by the Chief and Council who shall advise the Ratification Committee in writing of the day or days determined not less than 60 days and not more than 90 days before the first day of the vote.
- 6.2 The vote shall be held at the offices of the Kwanlin Dun First Nation in the City of Whitehorse, and at such other places as the Ratification Committee considers necessary.
- 6.3 The Ratification Committee shall determine the means by which votes shall be cast, which may include mail-in ballots. The Ratification Committee shall make reasonable efforts to provide all eligible voters with a reasonable opportunity to vote. The Ratification Committee may conduct an advance vote on up to three days within the 14 days before the first day of the vote determined pursuant to 6.1.
- 6.4 The vote, and any advance vote, shall each be held on the same day or days in all polling locations.
- 6.5 The day or days of the vote, including the day of an advance vote, and the polling locations shall be posted in each community in which a ballot may be cast at least 14 days before the day of the advance vote, or if no advance vote, at least 21 days before the first day of the vote.
- 6.6 The vote shall be by secret ballot.
- 6.7 The ballot for ratification of this Agreement and the Memorandum shall ask the following question:



Do you approve of the Kwanlin Dun First Nation Final Agreement and the Memorandum Regarding Certain Financial and Other Arrangements?

[yes or no]

6.8 The appearance and format of the ballot shall be approved by the parties to this Agreement.

6.9 The Ratification Committee shall receive and tabulate all ballots.

**7.0 Ratification of this Agreement and the Memorandum by the Kwanlin Dun First Nation**

7.1 The Kwanlin Dun First Nation shall be considered to have ratified this Agreement and the Memorandum if:

7.1.1 a majority of the eligible voters on lists one and two of the Official Voters List, who were located pursuant to 4.6, together, cast a ballot approving this Agreement and the Memorandum; and

7.1.2 the Kwanlin Dun First Nation Self-Government Agreement, the Kwanlin Dun First Nation Constitution and the Collateral Agreement are each approved in accordance with 5.1.1 and 5.1.2 of Schedule A of the Kwanlin Dun First Nation Self-Government Agreement.

7.2 The Ratification Committee shall, as soon as practicable and in any event no later than seven days after the last day of the vote, or such other time period as may be agreed by the parties on the request of the Ratification Committee, first tabulate the number of persons on lists one and two of the Official Voters List who were located pursuant to 4.6 and then tabulate and publish the results of the vote showing:

7.2.1 the total number of persons on each of lists one and two of the Official Voters List;

7.2.2 the total number of persons on lists one and two of the Official Voters List who were located pursuant to 4.6;

7.2.3 the total number of ballots cast by persons on each of lists one and two of the Official Voters List, and

7.2.4 the total number of ballots cast by persons on lists one and two of the Official Voters List, together, which approve this Agreement and the Memorandum, which do not approve this Agreement and the Memorandum, which are spoiled and which are rejected.

The Ratification Committee shall publish the results of the vote in the communities in which the Official Voters List was published pursuant to 4.2 and may publish the results in such other locations as the Ratification Committee determines.

7.3 The Ratification Committee shall prepare and submit to the parties to this Agreement, within 14 days after publishing the results pursuant to 7.2, a report setting out the results referred to in 7.2 and the details of the carrying out of the Kwanlin Dun First Nation ratification process.

7.3.1 The Ratification Committee shall include in its report a list of each eligible voter who was not located and what efforts were made to locate each eligible voter who was not located.

7.4 After ratification of this Agreement and the Memorandum by the Kwanlin Dun First Nation but prior to signing of this Agreement and the Memorandum by the parties, the chief negotiator on behalf of Canada, the principal negotiator on behalf of the Yukon, and the Chief on behalf of the Kwanlin Dun First Nation, may agree to:

7.4.1 minor amendments to the specific provisions of this Agreement;

7.4.2 amend Appendix A - Settlement Land Descriptions, attached to this Agreement;

7.4.3 amend Appendix B - Maps, which forms a separate volume to this Agreement; and

7.4.4 minor amendments to the Memorandum.

## **8.0 Ratification of this Agreement and the Memorandum by Government**

- 8.1 This Agreement may be presented by the Yukon Minister with responsibility for land claims and self-government to the Executive Council for ratification prior to ratification by the Kwanlin Dun First Nation, and if not so presented, shall be so presented within three months after the Ratification Committee submits its report pursuant to 7.3 if the results of the vote constitute a ratification of this Agreement and the Memorandum by the Kwanlin Dun First Nation.
- 8.2 This Agreement and the Memorandum may be presented by the Minister of Indian Affairs and Northern Development to Cabinet for ratification, prior to ratification by the Kwanlin Dun First Nation, and if not so presented, shall be so presented within three months after the Ratification Committee submits its report pursuant to 7.3 if the results of the vote constitute a ratification of this Agreement and the Memorandum by the Kwanlin Dun First Nation.

## **9.0 Signing of this Agreement and the Memorandum**

- 9.1 This Agreement shall be signed by representatives of the Kwanlin Dun First Nation, Canada and the Yukon, and the Memorandum shall be signed by representatives of the Kwanlin Dun First Nation and Canada, as soon as practicable after ratification of:
- 9.1.1 this Agreement by the parties;
  - 9.1.2 the Memorandum by Kwanlin Dun First Nation and Canada; and
  - 9.1.3 the Kwanlin Dun First Nation Constitution by the Kwanlin Dun First Nation.
- 9.2 As soon as practicable after the signing of this Agreement, the Yukon Minister with responsibility for land claims and the Minister of Indian Affairs and Northern Development shall sponsor orders-in-council approving, giving effect to and declaring valid this Agreement.
- 9.3 Government shall Consult with the Kwanlin Dun First Nation before recommending to the Governor in Council or the Commissioner in Executive Council, as the case may be, the orders-in-council approving, giving effect to and declaring valid this Agreement.



## **SCHEDULE B**

### **RESOLUTION OF OVERLAPPING CLAIMS**

#### **1.0 Definitions**

1.1 In this schedule, the following definitions shall apply.

"Administrative Boundary" means a boundary which eliminates an overlap between the Kwanlin Dun First Nation and an Overlapping Yukon First Nation in respect of the application of any one or more of the provisions of this Agreement set out in 4.0 of this Schedule.

"Alternative Arrangements" means agreements made pursuant to 9.0 of this schedule for resolving any overlapping claim, right, title and interest in an Overlapping Area, as an alternative to a Contiguous Boundary.

"Contiguous Boundary" means the boundary which, for the purposes of Settlement Agreements, eliminates an Overlapping Area.

"Overlapping Area" is that part of a Yukon First Nation's Traditional Territory which overlaps the Traditional Territory of the Kwanlin Dun First Nation.

"Overlapping Yukon First Nation" means a Yukon First Nation which has an Overlapping Area.

"Overlapping Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement for an Overlapping Yukon First Nation.

#### **2.0 Agreements**

2.1 The Kwanlin Dun First Nation shall endeavour to reach agreement with each Overlapping Yukon First Nation on a resolution of any overlapping claim, right, title and interest in an Overlapping Area by a Contiguous Boundary, an Administrative Boundary or an Alternative Arrangement.

2.2 The location of a Contiguous Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.

- 2.3 At any time at least six months prior to the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1, the Kwanlin Dun First Nation may agree with an Overlapping Yukon First Nation to establish a panel of elders to consider and make recommendations to those Yukon First Nations on a Contiguous Boundary.
- 2.4 A panel of elders referred to in 2.3 shall make its recommendations in writing no later than the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1. The costs of the panel shall be paid by the Yukon First Nations appointing the panel.
- 2.5 A recommendation of a panel on the location of a Contiguous Boundary which is accepted by the Kwanlin Dun First Nation and the Overlapping Yukon First Nation is subject to approval by the other parties to this Agreement.
- 2.6 Where Canada or the Yukon does not approve the recommendation of a panel under 2.5, it shall give its reasons in writing.

### **3.0 Dispute Resolution**

- 3.1 Subject to 3.5, 3.6 , 3.7 and 8.0, in the absence of an approved agreement on the location of a Contiguous Boundary referred to in 2.2 or 2.5, any party to this Agreement or to an Overlapping Yukon First Nation Final Agreement may, at any time after one year from the Effective Date of this Agreement or the Overlapping Yukon First Nation Final Agreement, whichever occurs later, refer the matter of the location of a Contiguous Boundary to the dispute resolution process under 26.3.0 provided:
- 3.1.1. that Overlapping Yukon First Nation Final Agreement contains specific provisions substantially the same as this schedule; or
  - 3.1.2 the Kwanlin Dun First Nation and the Overlapping Yukon First Nation agree to refer the matter to the dispute resolution process under 26.3.0.
- 3.2 A person appointed under 26.7.0 to resolve a dispute under 3.1 shall, in addition to the other powers provided in Chapter 26 - Dispute Resolution, have the power:
- 3.2.1 to determine a Contiguous Boundary, in the Overlapping Area, between the Traditional Territories of the Overlapping Yukon First Nation and the Kwanlin Dun First Nation, and

3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.

3.3 The parties to this Agreement may amend a Contiguous Boundary with the consent of the adjacent Yukon First Nation.

3.4 A map or other description of the location of a Contiguous Boundary agreed to by the parties to this Agreement or determined by a person appointed pursuant to 3.1 shall be included in Appendix B - Maps which forms a separate volume to this Agreement without any further action by the parties to this Agreement.

3.5 Government shall Consult with the Kwanlin Dun First Nation before referring the matter of the location of a Contiguous Boundary to dispute resolution under this Agreement or an Overlapping Yukon First Nation Final Agreement.

3.6 At the request of the Kwanlin Dun First Nation, Government shall postpone making a referral of the matter of the location of a Contiguous Boundary to dispute resolution under this Agreement or an Overlapping Yukon First Nation Final Agreement for a period ending no later than the fifth anniversary of the Effective Date of this Agreement. Nothing in 3.6 shall be construed to affect any right of an Overlapping Yukon First Nation to refer the matter of the location of a Contiguous Boundary to dispute resolution.

3.7 A Contiguous Boundary shall not apply to any provision of this Agreement or an Overlapping Yukon First Nation Final Agreement in respect of which there is an Administrative Boundary in effect.

#### **4.0 Application of this Agreement in an Overlapping Area**

4.1 Subject to 8.0 and 9.0, the following provisions shall not apply in that part of the Traditional Territory of the Kwanlin Dun First Nation which, from time to time, is included in an Overlapping Area:

Chapter 2                      2.13.1

Chapter 10                    10.3.3  
                                     10.5.5

Chapter 13                    13.12.1.1 to 13.12.1.9



Chapter 16	16.5.1.1(b) and (c) 16.5.1.2 to 16.5.1.7 16.6.0 16.9.1.3 to 16.9.1.6 16.9.10.1 16.11.1 to 16.11.10 Schedule C - Allocation of Total Allowable Harvest for Moose Schedule D - Freshwater Fish Waterbodies - Assessment and Management Plans Schedule E - Category 1 Traplines
Chapter 17	17.4.0 17.5.4.1, 17.5.4.2 and 17.5.4.3 17.14.2.1 to 17.14.2.11
Chapter 22	22.3.6.1 Schedule A - Economic Measures, Part I, 1.0 to 6.0 and 9.0 Schedule A - Economic Measures, Part II

- 4.2 Subject to 8.0 and 9.0, the provisions of 7.0, Part I, Schedule A, Chapter 22 - Economic Development Measures shall not apply in that part of the Traditional Territory of the Kwanlin Dun First Nation which, from time to time, overlaps with the Traditional Territory of either the Carcross/Tagish First Nation or the Ta'an Kwach'an Council.
- 4.3 Subject to 8.0 and 9.0, the provisions of 13.0, Part I, Schedule A, Chapter 22 - Economic Development Measures shall not apply in that part of the Traditional Territory of the Kwanlin Dun First Nation which, from time to time, overlaps with the Traditional Territory of the Carcross/Tagish First Nation.
- 4.4 Subject to 8.0 and 9.0, the provisions of 13.0, Part I, Schedule A, Chapter 22 - Economic Development Measures, shall not apply in respect of those portions of the Livingstone Trail Realignment, as defined in and subject to the Livingstone Trail Realignment provisions of 8.0 and 9.0, Part I, Schedule A, Chapter 22 - Economic Development Measures of the Ta'an Kwach'an Council Final Agreement, located in the Traditional Territory of the Kwanlin Dun First Nation which from time to time overlaps with the Traditional Territory of the Ta'an Kwach'an Council.

## **5.0 Other Yukon First Nation Final Agreements**

- 5.1 Where there is an inconsistency or conflict between a provision of this Agreement which applies in an Overlapping Area and a provision of an Overlapping Yukon First Nation Final Agreement which applies in the Overlapping Area, the provision of this Agreement which is inconsistent or in conflict shall not apply, to the extent of the inconsistency or conflict.
- 5.2 Government shall endeavour:
- 5.2.1 to ensure that provisions substantially the same as this schedule are included in the Yukon First Nation Final Agreement of an Overlapping Yukon First Nation; and
  - 5.2.2 to conclude the Yukon First Nation Final Agreement of each Overlapping Yukon First Nation within 10 years of the Effective Date of this Agreement.
- 5.3 Government shall not agree in an Overlapping Yukon First Nation Final Agreement to provisions which resolve conflicts or inconsistencies between that Yukon First Nation Final Agreement and this Agreement in any manner other than as set out in this schedule, without the consent of the Kwanlin Dun First Nation.

## **6.0 Traplines**

- 6.1 A trapline which is situated more than 50 percent in an Overlapping Area and which might otherwise be designated as a Category 1 Trapline in accordance with 16.11.0 shall not be so designated until:
- 6.1.1 more than 50 percent of that trapline is situated in the Traditional Territory of the Kwanlin Dun First Nation; or
  - 6.1.2 the Kwanlin Dun First Nation and the Overlapping Yukon First Nation agree.

## **7.0 Consultation in the Overlapping Area**

- 7.1 Government shall Consult with the Kwanlin Dun First Nation respecting any matter in an Overlapping Area which may affect the rights of Kwanlin Dun or the Kwanlin Dun First Nation set out in this Agreement but which, pursuant to 4.0, do not apply in an Overlapping Area.

## **8.0 Administrative Boundary**

- 8.1 The parties to this Agreement and an Overlapping Yukon First Nation Final Agreement may agree to establish an Administrative Boundary for the purpose of applying any provision of this Agreement which does not apply pursuant to 4.0 this schedule.
- 8.2 The Kwanlin Dun First Nation and an Overlapping Yukon First Nation may jointly refer the matter of the determination of the location of an Administrative Boundary to the dispute resolution process under 26.3.0.
- 8.3 In addition to the other powers provided in Chapter 26 - Dispute Resolution of this Agreement, a person appointed under 26.7.0 to resolve a dispute under 8.2 shall have the power to determine an Administrative Boundary.
- 8.4 The parties to this Agreement and an Overlapping Yukon First Nation Final Agreement may agree to amend an Administrative Boundary.
- 8.5 A map or other description of the location of an Administrative Boundary agreed to by the parties to this Agreement or determined by a person appointed pursuant to 8.2 shall be included in Appendix B - Maps which forms a separate volume to this Agreement without any further action by the parties to this Agreement and the provisions of this Agreement for which the Administrative Boundary was determined shall apply.
- 8.6 For greater certainty, an Administrative Boundary which is determined pursuant to 8.0 of this Agreement does not have the effect of applying provisions which do not apply pursuant to 4.0 of the Overlap Resolution Schedule of an Overlapping Yukon First Nation Final Agreement.



## **9.0 Alternative Arrangements**

9.1 Nothing in this schedule shall limit the ability of the parties to this Agreement and an Overlapping Yukon First Nation from agreeing to arrangements other than as set forth in 2.0 or 8.0 for resolving any overlapping claim, right, title and interest in an Overlapping Area, which arrangements shall be in writing and may:

9.2.1 provide for this schedule and the overlap schedule in the Overlapping First Nation Final Agreement to be amended;

9.2.2 include a process for resolution of disputes that may arise under the arrangement;

9.2.3 include a process for amendment of the arrangement by written agreement;

9.2.4 provide for a suspension of any obligation any of the parties to it may have to endeavour to reach agreement on a Contiguous Boundary and for a limitation on any right any of the parties may have to refer the matter of the location of a Contiguous Boundary to the dispute resolution process.



## **CHAPTER 3 - ELIGIBILITY AND ENROLLMENT**

### **3.1.0 Definitions**

In this chapter, the following definitions shall apply.

"Adopted Child" means a Person who, while a Minor, is adopted pursuant to Law relating to adoption recognized in Canada or pursuant to aboriginal customs.

"Descendant" means direct descendant by either maternal or paternal line, notwithstanding any intervening adoption and independent of whether any child of the line was born within or outside a marriage.

"Dispute Resolution Board" means the Board established pursuant to 26.5.0.

"Enrollment Commission" means the commission established pursuant to 3.6.0.

"Enrollment Committee" means a committee established pursuant to 3.5.0.

"Minor" means a Person who has not yet reached the age of majority as determined from time to time by the Laws of the Yukon.

"Ordinarily Resident" means a Person who lived or has lived the majority of his life in the Yukon. In making such determination, temporary absences from the Yukon for reasons such as travel, education, medical treatment, military service, or incarceration, shall be considered periods of residence provided the Person was Ordinarily Resident prior to such temporary absences.

"Person" means a natural person.

### **3.2.0 Eligibility Criteria**

3.2.1 Eligibility for enrollment under a Yukon First Nation Final Agreement shall be determined by the process set out in this chapter.

3.2.2 A Person is eligible for enrollment as a Yukon Indian Person under one of the Yukon First Nation Final Agreements if that Person is a Canadian citizen, and:

3.2.2.1 establishes that he is of 25 percent or more Indian ancestry and was Ordinarily Resident in the Yukon between January 1, 1800 and January 1, 1940;



- 3.2.2.2 establishes that he is a Descendant of a Person living or deceased eligible under 3.2.2.1;
  - 3.2.2.3 establishes that he is an Adopted Child of a Person living or deceased eligible under 3.2.2.1 or 3.2.2.2; or
  - 3.2.2.4 upon application within two years of the Effective Date of a Yukon First Nation Final Agreement to the Enrollment Commission by that Yukon First Nation, is determined by the Enrollment Commission in its discretion, and upon consideration of all relevant circumstances, to have a sufficient affiliation with that Yukon First Nation so as to justify enrollment.
- 3.2.3 Notwithstanding the requirement for Canadian citizenship in 3.2.2, a Person who is not a Canadian citizen is eligible for enrollment as a Yukon Indian Person under one of the Yukon First Nation Final Agreements if that Person meets one of the criteria set out in 3.2.2.1 to 3.2.2.4.
- 3.2.4 Enrollment of a Person under 3.2.3 shall not confer on that Person any rights or benefits under the Indian Act, R.S.C. 1985, c. I-5, rights of entry into Canada or of Canadian citizenship.
- 3.2.5 Any Person eligible for enrollment as a Yukon Indian Person pursuant to 3.2.2 or 3.2.3 is entitled to be enrolled under one, and no more than one, Yukon First Nation Final Agreement.
- 3.2.6 Where a Person applying for enrollment is eligible for enrollment under more than one Yukon First Nation Final Agreement, the Enrollment Commission shall take into account the wishes of that Person and any affected Yukon First Nation in deciding under which Yukon First Nation Final Agreement that Person will be enrolled.
- 3.2.7 Membership in a Yukon Indian Band under the Indian Act, R.S.C. 1985, c. I-5 does not necessarily result in eligibility for enrollment under a Yukon First Nation Final Agreement.
- 3.2.8 A Minor may apply on his own behalf to an Enrollment Committee for enrollment under a Yukon First Nation Final Agreement.

### **3.3.0 Applications on behalf of Another Person**

- 3.3.1 The Government, Yukon First Nations and Enrollment Committees shall work together to ensure that adoptive parents or legal guardians of Minors eligible for enrollment as a Yukon Indian Person under a Yukon First Nation Final Agreement are made aware of the Minor's eligibility.

3.3.2 Any adult Person may apply to an Enrollment Committee to enroll a Minor under a Yukon First Nation Final Agreement.

3.3.3 Any Person who, by order of a court, aboriginal custom in Canada or pursuant to Legislation, has been vested with the authority to manage the affairs of an adult incapable of managing his own affairs, may apply to an Enrollment Committee to enroll that adult under a Yukon First Nation Final Agreement.

#### **3.4.0 Other Settlements**

3.4.1 Subject to 3.4.2, a Person who is enrolled in any other aboriginal land claims settlement in Canada shall not be enrolled as a Yukon Indian Person under any Yukon First Nation Final Agreement.

3.4.2 Any Person who is enrolled as a Yukon Indian Person under a Yukon First Nation Final Agreement and who is also enrolled under another aboriginal land claims settlement in Canada, shall have 60 days to elect between the two settlement agreements following notice in writing from a Yukon First Nation or the Enrollment Commission. If that Person elects to remain enrolled in the other settlement agreement, then that Person shall cease to be enrolled under the Yukon First Nation Final Agreement.

3.4.3 A Person who is enrolled under another aboriginal land claims settlement in Canada is entitled to apply to be enrolled under a Yukon First Nation Final Agreement on the condition that, if accepted for enrollment, that Person shall cease to be enrolled under that other settlement.

3.4.4 Notwithstanding 3.4.1 and 3.4.2, a Minor who is enrolled under any other aboriginal land claims settlement in Canada, and who is eligible for enrollment as a Yukon Indian Person, may elect to be enrolled as a Yukon Indian Person provided such election takes place within two years of the Minor attaining the age of majority, whereupon the Minor ceases to be enrolled under the other settlement.

#### **3.5.0 Enrollment Committees**

3.5.1 Each Yukon First Nation shall establish an Enrollment Committee composed of no more than five members of that Yukon First Nation. Each Yukon First Nation shall notify the Enrollment Commission of the composition of its Enrollment Committee and of any changes made in it from time to time.

- 3.5.2 A Yukon First Nation may join with one or more Yukon First Nations to establish a joint Enrollment Committee to be composed of no more than five members of those Yukon First Nations. The affected Yukon First Nations shall notify the Enrollment Commission of the composition of the joint Enrollment Committee and any changes made in it from time to time.
- 3.5.3 Each Enrollment Committee shall:
- 3.5.3.1 establish its own procedures;
  - 3.5.3.2 publish its own procedures;
  - 3.5.3.3 publicize and provide information in respect of the enrollment process to members of the Yukon First Nation;
  - 3.5.3.4 review, update and amend existing Yukon First Nation enrollment lists of that Yukon First Nation;
  - 3.5.3.5 supply application forms to any Person wishing to apply for enrollment and to any Person wishing to make an application pursuant to 3.3.0;
  - 3.5.3.6 decide promptly, upon receiving an application for enrollment, whether such applicant is entitled to be enrolled in accordance with 3.2.0 or 3.4.0;
  - 3.5.3.7 prepare an initial list of all Persons who, in its opinion, are entitled to be enrolled in accordance with 3.2.0 or 3.4.0;
  - 3.5.3.8 prepare a list of all applicants who have been refused inclusion on the list of Persons prepared pursuant to 3.5.3.7;
  - 3.5.3.9 provide to the Enrollment Commission the lists prepared pursuant to 3.5.3.7 and 3.5.3.8 together with relevant information and documentation within a reasonable time period established by the Enrollment Commission;
  - 3.5.3.10 provide to the Enrollment Commission amendments to the lists prepared pursuant to 3.5.3.7 and 3.5.3.8 within a reasonable time period established by the Enrollment Commission;
  - 3.5.3.11 notify promptly each applicant, in writing, of the Enrollment Committee's decision respecting his application; and
  - 3.5.3.12 forward to the Enrollment Commission applications which, in its opinion, should be considered by another Enrollment Committee.



- 3.5.4 If a Yukon First Nation is not represented on an Enrollment Committee or does not establish an Enrollment Committee within three months of a request to do so from the Enrollment Commission, or an Enrollment Committee has not carried out its responsibilities as set out in 3.5.3 within a reasonable time period established by the Enrollment Commission, the Enrollment Commission may exercise any or all of the responsibilities of the Enrollment Committee.
- 3.5.5 The Enrollment Commission shall not exercise the responsibilities of an Enrollment Committee unless the Enrollment Commission has attempted to assist the Enrollment Committee in the performance of its responsibilities. The Enrollment Commission shall relinquish such responsibilities when the Enrollment Committee demonstrates to the reasonable satisfaction of the Enrollment Commission that it is ready, willing and able to perform its responsibilities.
- 3.5.6 The Enrollment Commission, in accordance with standards set by it, shall reimburse each Enrollment Committee for its reasonable out-of-pocket expenses incurred over the period of three years from the date of each Enrollment Committee's inception. Each Enrollment Committee shall prepare a budget and submit it for approval to the Enrollment Commission when requested to do so by it.
- 3.5.7 Where an Enrollment Committee fails or neglects to make a decision in respect of an application for enrollment within 120 days, then that application shall be deemed to have been rejected and a right of appeal lies to the Enrollment Commission.

### **3.6.0 Enrollment Commission**

- 3.6.1 The Enrollment Commission was established by the parties to the Umbrella Final Agreement on July 1, 1989.

#### **3.6.2 Settlement Legislation shall:**

- 3.6.2.1 give the Enrollment Commission and the Enrollment Committees the powers required to carry out their responsibilities;
- 3.6.2.2 deem the Enrollment Commission to have had, as of July 1, 1989, the jurisdiction, power and authority provided under the Umbrella Final Agreement, other than those set out in 3.6.2.4;
- 3.6.2.3 provide for the enforcement after the effective date of Settlement Legislation of any order or decision of the Enrollment Commission in a like manner as an order of the Supreme Court of the Yukon; and

3.6.2.4 provide the Enrollment Commission with the power to direct and compel the production of documents and the attendance of witnesses, with the exception of Ministers of Government, as provided to a Board of Inquiry under the Public Inquiries Act, R.S.Y. 1986, c. 137.

3.6.3 The Enrollment Commission shall be comprised of:

3.6.3.1 one Person nominated by the Council for Yukon Indians and an alternate to act in the absence of the Person so nominated;

3.6.3.2 one Person nominated jointly by Canada and the Yukon and an alternate to act in the absence of the Person so nominated; and

3.6.3.3 one Person and an alternate to act in the absence of that Person, each nominated by the two members nominated under 3.6.3.1 and 3.6.3.2. If the two members are unable to agree on a third member of the Commission, or an alternate, then either may refer the matter of appointment to the dispute resolution process under 26.3.0, or, in the absence of that process, to the Supreme Court of the Yukon.

3.6.4 The Minister shall appoint all Persons nominated pursuant to 3.6.3. In the event of a vacancy, the appropriate party shall promptly make a new nomination, and the Minister shall appoint the new nominee.

3.6.5 The Enrollment Commission:

3.6.5.1 shall establish and publish its own procedures including procedures in respect of appeals from decisions of Enrollment Committees;

3.6.5.2 shall only spend funds allocated to it for the carrying out of its functions and responsibilities in accordance with its approved budget;

3.6.5.3 shall assist Enrollment Committees in carrying out their responsibilities;

3.6.5.4 shall prepare and provide such information and forms as may be necessary to facilitate enrollment through Enrollment Committees;

3.6.5.5 shall refer to the appropriate Enrollment Committee those applications for enrollment which are submitted by Persons directly to the Enrollment Commission and those applications which appear to have been made to an inappropriate Enrollment Committee;

3.6.5.6 shall prepare, certify, publish and advertise the initial official enrollment list for each Yukon First Nation;

- 3.6.5.7 shall enter on the initial official enrollment lists the name of each Person who, in the opinion of an Enrollment Committee, is entitled to be enrolled as a Yukon Indian Person, provided the Enrollment Commission is satisfied all Persons named are in fact eligible for enrollment in accordance with 3.2.0 or 3.4.0;
- 3.6.5.8 where it appears to the Enrollment Commission that an applicant recommended by an Enrollment Committee pursuant to 3.5.3.7 is not entitled to be enrolled, the Commission may, on its own motion, institute an appeal pursuant to 3.6.5.9 in respect of that Person's application;
- 3.6.5.9 shall hear and determine any appeal initiated on its own motion or by an applicant, a Yukon First Nation, the Council for Yukon Indians or Government, arising from any decision of an Enrollment Committee with respect to enrollment and to provide such remedy or remedies as the Enrollment Commission in its absolute discretion deems appropriate;
- 3.6.5.10 shall hear and determine matters before it in accordance with the principles of natural justice; and
- 3.6.5.11 shall notify the applicant, Government, Council for Yukon Indians, any affected Yukon First Nation and affected Enrollment Committees of additions to or deletions from official enrollment lists as a result of decisions made by the Enrollment Commission pursuant to 3.6.5.8 and 3.6.5.9.
- 3.6.6 The Enrollment Commission shall be an independent body, operating at arm's length from the parties to the Settlement Agreements.
- 3.6.7 Where the Enrollment Commission fails or neglects to make a decision in respect of an appeal pursuant to 3.6.5.9, then that appeal shall be deemed to have been rejected and a right of appeal shall lie to the Supreme Court of the Yukon. The Supreme Court may give direction to the Enrollment Commission and refer the matter back to the Enrollment Commission.
- 3.6.8 All Persons on the official enrollment list for a Yukon First Nation as of the Effective Date of that Yukon First Nation Final Agreement shall be deemed to be enrolled under that Yukon First Nation Final Agreement, subject to 3.7.0, without further action being required.



### **3.7.0 Judicial Review**

- 3.7.1 All decisions and orders of the Enrollment Commission shall be final and binding and not subject to appeal or judicial review in any court provided, however, that an application for judicial review by an applicant, a Yukon First Nation, the Council for Yukon Indians or Government, shall lie to the Supreme Court of the Yukon upon the grounds that the Enrollment Commission:
- 3.7.1.1 failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise its jurisdiction;
  - 3.7.1.2 erred in law in making its decision or order, whether or not the error appears on the face of the record; or
  - 3.7.1.3 based its decision or order on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.
- 3.7.2 The application for a judicial review by an applicant pursuant to 3.7.1 shall be made:
- 3.7.2.1 in the case of a decision made prior to the Effective Date of the affected Yukon First Nation's Final Agreement, within 60 days of that Yukon First Nation's Final Agreement coming into effect; or
  - 3.7.2.2 in the case of a decision made after the Effective Date of the affected Yukon First Nation's Final Agreement, within 60 days of the decision being made.

### **3.8.0 Budget**

- 3.8.1 The Enrollment Commission shall prepare an annual budget in respect of its operations and in respect of the operations of the Enrollment Committees and shall submit the proposed annual budget to Canada for approval. Canada shall pay the approved expenses.

### **3.9.0 Dissolution of Enrollment Committees**

- 3.9.1 The responsibilities of each Yukon First Nation's Enrollment Committee shall cease, except with respect to matters pending before it, two years after the day on which the Yukon First Nation's Final Agreement comes into effect. Upon dissolution, each Enrollment Committee shall deliver all its documents and records to the affected Yukon First Nation.

3.9.2 A joint Enrollment Committee shall deliver to a Yukon First Nation documents and records relating to applications for enrollment under that Yukon First Nation's Final Agreement.

3.9.3 Upon dissolution of an Enrollment Committee the Yukon First Nation shall have the powers and responsibilities to:

3.9.3.1 maintain, update and amend the official enrollment list for that Yukon First Nation after the initial official enrollment list has been published by the Enrollment Commission;

3.9.3.2 deliver to the Yukon the official enrollment list on each anniversary of the dissolution of the Enrollment Committee;

3.9.3.3 decide promptly upon all applications received, and advise all Persons in writing of the Enrollment Commission or the Dispute Resolution Panel's disposition of their application;

3.9.3.4 supply application forms to any Person wishing to apply for enrollment;

3.9.3.5 establish its own procedures;

3.9.3.6 publish its own procedures; and

3.9.3.7 publicize and provide information in respect of the enrollment process to members of the Yukon First Nation.

### **3.10.0 Continuation of Enrollment**

3.10.1 After the dissolution of an Enrollment Committee, a Person seeking enrollment as a Yukon Indian Person, and a Person making application pursuant to 3.3.2 or 3.3.3 shall apply to the appropriate Yukon First Nation which shall determine, according to this chapter, whether such Person or the Person on whose behalf the application is being made, is entitled to be enrolled under its Yukon First Nation Final Agreement.

3.10.2 If the Yukon First Nation rejects the application or fails or refuses to make a decision within 120 days, then an appeal shall lie to either:

3.10.2.1 the Enrollment Commission, if it has not been dissolved pursuant to 3.10.4; or

3.10.2.2 a single arbitrator appointed by the chairperson of the Dispute Resolution Board.

- 3.10.3 Upon a decision to enroll a Person under 3.10.1, the Yukon First Nation shall provide written notice to Government. Such enrollment shall not come into effect until 30 days following Government's receipt of such notice or, in the event of a dispute, until a determination has been made pursuant to 3.11.0.
- 3.10.4 The responsibilities of the Enrollment Commission shall cease, except with respect to matters pending before it, on the day two years after the Effective Date of the last Yukon First Nation Final Agreement or 10 years after the effective date of Settlement Legislation, whichever comes first. Upon dissolution, the Enrollment Commission shall deliver all its documents and records to the Dispute Resolution Board.

### **3.11.0 Dispute Resolution**

- 3.11.1 The Dispute Resolution Board shall maintain the confidentiality of the documents and records delivered to it by the Enrollment Commission pursuant to 3.10.4.
- 3.11.2 Upon the dissolution of the Enrollment Commission, the Dispute Resolution Board, in addition to its powers and duties under Chapter 26 - Dispute Resolution, shall have the following powers and duties:
- 3.11.2.1 to establish and publish its own procedures, including procedures in respect of appeals from decisions of a Yukon First Nation respecting eligibility and enrollment under this chapter;
  - 3.11.2.2 the chairperson of the Dispute Resolution Board shall appoint a single arbitrator to hear and determine an appeal from any decision of a Yukon First Nation with respect to enrollment and to provide such remedy or remedies as the arbitrator in his discretion deems appropriate;
  - 3.11.2.3 to direct and compel the production of documents and the attendance of witnesses with the exception of Ministers of Government, as provided to a Board of Inquiry under the Public Inquiries Act, R.S.Y. 1986, c. 137;
  - 3.11.2.4 to hear and determine matters before it arising under this chapter in accordance with the principles of natural justice;
  - 3.11.2.5 powers necessarily incidental to the discharge of the arbitrator's duties in considering matters under this chapter;
  - 3.11.2.6 to notify the applicant, Government, the Council for Yukon Indians and the affected Yukon First Nations of additions to or deletions from official enrollment lists as a result of decisions made by the arbitrator; and



3.11.2.7 to carry out any other responsibilities assigned to the Enrollment Commission under this chapter.

3.11.3 Any affected Yukon First Nation, Government, and any other affected Person shall be entitled to be a party in respect of an appeal or application for judicial review under this chapter.

3.11.4 Any decision or order of the arbitrator shall be enforceable in a like manner as an order of the Supreme Court of the Yukon.

3.11.5 All decisions of the arbitrator shall be subject to judicial review in the same manner as provided in 3.7.0.

### **3.12.0 Public Access**

3.12.1 Any Person may examine the official enrollment list maintained by an Enrollment Committee or Yukon First Nation during its usual business hours.



## **CHAPTER 4 - RESERVES AND LAND SET ASIDE**

### **4.1.0 Reserves**

4.1.1 Yukon First Nation Final Agreements shall set out whether a Reserve is to be:

- 4.1.1.1 subject to the Legislation giving effect to that Yukon First Nation's self-government agreement, retained as a Reserve to which all the provisions of the Indian Act, R.S.C. 1985, c. I-5, except as provided in Chapter 2 - General Provisions and Chapter 20 - Taxation, shall continue to apply; or \*

#### **Specific Provision**

- (a) the area shown as the Old Village on Map Sheet 105 D/11 - Old Village Area, City of Whitehorse, in Appendix B - Maps, which forms a separate volume to this Agreement, comprising:
- the land described in Reservation No. 105D14-0000-00048, being Lot 226 Remainder, Group 5, Plan 68098 CLSR, 65109 LTO;
  - the land described in Reservation No. 105D14-0000-00057, being Parcel A-1, Lot 226, Group 5, Plan 69769 CLSR, 75793 LTO;
  - Block 312, City of Whitehorse, Plan 69768 CLSR, 75794 LTO,
- is retained as a Reserve in accordance with 4.1.1.1 and specific provisions in respect thereof are set out in the Kwanlin Dun First Nation Self-Government Agreement;

- 4.1.1.2 selected as Settlement Land and cease to be a Reserve.

#### **Specific Provision**

- (a) On or before the Effective Date of this Agreement, Canada shall set apart as a Reserve the lands known as the McIntyre Lands Set Aside comprising the land described in Reservation No. 105D11-0000-00041;
- (b) The Reserve identified in (a) is selected as Settlement Land and shall cease to be a Reserve in accordance with 4.1.1.2;

\* As amended. See note to 2.2.13.



- (c) The land selected as Settlement Land under (b) forms a portion of the land described as Parcel C-41B in Appendix A - Settlement Land Descriptions, attached to this Agreement.

- 4.1.2 Settlement Legislation shall provide that the Indian Act, R.S.C. 1985, c. I-5 shall cease to apply to any Reserve identified pursuant to 4.1.1.2 as of the Effective Date of the Yukon First Nation Final Agreement of the Yukon First Nation for which the land had been set apart as a Reserve.

#### **4.2.0 Land Set Aside**

- 4.2.1 Government shall make best efforts to identify all Land Set Aside and to disclose to the Yukon First Nations before ratification of the Umbrella Final Agreement by the Yukon First Nations all information, maps and documents that Government has in its possession respecting Land Set Aside.
- 4.2.2 Unless otherwise agreed in a Yukon First Nation Final Agreement, Yukon First Nations shall select Land Set Aside containing improvements as Settlement Land, and may select any other Land Set Aside as Settlement Land.
- 4.2.3 The reservation or notation with respect to all Land Set Aside selected pursuant to 4.2.2 shall be cancelled by the Department of Indian Affairs and Northern Development.
- 4.2.4 Subject to 4.2.2, reservations or notations with respect to Land Set Aside which is not selected by a Yukon First Nation shall be cancelled by the Department of Indian Affairs and Northern Development whether or not the Land Set Aside was identified under 4.2.1.

#### **4.3.0 Selection of Additional Land**

- 4.3.1 Before a final land selection is signed by the negotiators for a Yukon First Nation Final Agreement, the parties thereto shall identify:
- 4.3.1.1 all Reserves which are to become Settlement Land;
  - 4.3.1.2 all Reserves to be retained by any Yukon First Nation; and
  - 4.3.1.3 all Land Set Aside to be selected as Settlement Land by any Yukon First Nation, which shall be selected in accordance with 9.5.0.

- 4.3.2 Yukon First Nations may select as Settlement Land, in accordance with 4.3.3, additional land so that the total of the land identified under 4.3.1 and of the additional land equals 60 square miles (155.40 square kilometres).
- 4.3.3 The additional land under 4.3.2 shall be:
- 4.3.3.1 selected in accordance with 9.4.0 and 9.5.0; and
  - 4.3.3.2 primarily allocated to the Yukon First Nations which do not retain Reserves or obtain Settlement Land under 4.1.1 or 4.2.2.
- 4.3.4 The Umbrella Final Agreement as initialled by the negotiators March 31, 1990, contemplated that the Yukon First Nations and Government would agree on the allocation of the land identified under 4.3.2 prior to ratification of the Umbrella Final Agreement by the Yukon First Nations.
- 4.3.5 The Yukon First Nations and Government have agreed to the allocation of the 60 square miles (155.40 square kilometres) referred to in 4.3.2, and the allocation of that amount among the Yukon First Nations is set out in Schedule A - Allocation of Settlement Land Amount attached to Chapter 9 - Settlement Land Amount.
- 4.3.6 Notwithstanding 4.3.2, a Yukon First Nation Final Agreement may identify other Reserves which Government and the Yukon First Nation agree exist in that Yukon First Nation's Traditional Territory.
- 4.3.7 A Reserve described in 4.3.6 shall be retained as a Reserve subject to 4.1.1.1, or selected as Settlement Land.

#### **4.4.0 Release**

- 4.4.1 In the event that after the Effective Date of a Yukon First Nation's Final Agreement there is determined to be a Reserve set aside for that Yukon First Nation other than a Reserve identified pursuant to 4.3.1 or 4.3.6, the Yukon First Nation for which that Reserve was set aside agrees to surrender all its interest absolutely and unconditionally to Her Majesty in Right of Canada.
- 4.4.2 Unless otherwise agreed in a Yukon First Nation Final Agreement, each Yukon First Nation and all persons eligible to be Yukon Indian People it represents, their heirs, descendants and successors, release Government as of the Effective Date of that Yukon First Nation's Final Agreement, from any and all suits, actions, causes of actions, claims, demands and charges, whether known or unknown, which the Yukon First Nation and all persons eligible to be Yukon Indian People it represents, their heirs, descendants and successors ever had, now have or may hereafter have against Government relating to or in any way arising out of:

- 4.4.2.1 any Reserve described in 4.4.1; and
- 4.4.2.2 any Land Set Aside not identified pursuant to 4.2.1.

### **Specific Provision**

#### **4.5.0 Release of the Kwanlin Dun First Nation Interest in Certain Lands**

- 4.5.1 Notwithstanding sections 37 to 41 of the Indian Act, R.S.C. 1985, c. I-5, the Kwanlin Dun First Nation releases all its interest absolutely and unconditionally to Her Majesty the Queen in Right of Canada in Road R-1, Plan 69769 CLSR, 75793 LTO and that portion of Lot 1074, Quad 105 D/11, Plan 73640 CLSR, 91-54 LTO which were surveyed out of Lot 226, Group 5, as shown on a plan of survey by H.G. Dickson, DLS, dated September 7, 1918.
- 4.5.2 The Kwanlin Dun First Nation and all persons eligible to be Yukon Indian People the Kwanlin Dun First Nation represents, their heirs, descendants and successors, release Government as of the Effective Date of this Agreement, from any and all suits, actions, causes of action, claims, demands and charges, whether known or unknown, which the Kwanlin Dun First Nation and all persons eligible to be Yukon Indian People the Kwanlin Dun First Nation represents, their heirs, descendants and successors ever had, now have or may hereafter have against Government relating to or in any way arising out of Road R-1, Plan 69769 CLSR, 75793 LTO and that portion of Lot 1074, Quad 105 D/11, Plan 73640 CLSR, 91-54 LTO which were surveyed out of Lot 226, Group 5, as shown on a plan of survey by H.G. Dickson, DLS, dated September 7, 1918.



## **CHAPTER 5 - TENURE AND MANAGEMENT OF SETTLEMENT LAND**

### **5.1.0 Definitions**

In this chapter, the following definitions shall apply.

"Land Titles Office" means the Land Titles Office for the Yukon Land Registration District or its successor.

"Royalty" means any amount, paid in money or in kind, in respect of Mines and Minerals produced by a Person holding an Existing Mineral Right, but not including any payment made for a service, for the creation of special purposes funds, for the issuance of a right or interest or for the granting of an approval or authorization, any payment required regardless of the ownership of the Mines and Minerals, or any payment for incentives.

### **5.2.0 General**

- 5.2.1 Nothing in Settlement Agreements shall be construed as affecting any aboriginal claim, right, title or interest in and to Settlement Land, except to the extent that they are inconsistent with the Settlement Agreements.
- 5.2.2 Nothing in this chapter constitutes an admission by Government that an aboriginal claim, right, title or interest can co-exist with the rights described in 5.4.1.1(a) and 5.4.1.2, or with a treaty.
- 5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.
- 5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.
- 5.2.5 Nothing in this chapter shall be construed to preclude a Yukon First Nation or Yukon Indian People from acquiring or holding interests in Non-Settlement Land.
- 5.2.6 Settlement Land shall be deemed not to be lands reserved for Indians within the meaning of section 91(24) of the Constitution Act, 1867, nor a Reserve.
- 5.2.7 Government shall have no obligation or liability in respect of Settlement Land, or in respect of any dealings with Settlement Land by any Person, by virtue of any property interest Government may have as a result of the regime of tenure established under 5.4.1.1(a) and 5.4.1.2.

### **5.3.0 Maps and Descriptions**

- 5.3.1 Maps, and legal descriptions where available, of Settlement Land for each Yukon First Nation, and descriptions setting out any reservations, exceptions, restrictions, easements, rights-of-way or special conditions that the parties to a Yukon First Nation Final Agreement agree apply to a Parcel of Settlement Land shall be annexed to and form part of that Yukon First Nation Final Agreement, and shall identify the Category A, Category B, Fee Simple Settlement Land and Proposed Site Specific Settlement Land of that Yukon First Nation.

#### **Specific Provision**

- 5.3.1.1 The descriptions of Settlement Land for the Kwanlin Dun First Nation required by 5.3.1 are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.
- 5.3.1.2 The maps referred to in 5.3.1 are set out in Appendix B - Maps, which forms a separate volume to this Agreement.

- 5.3.2 The boundaries of the Settlement Land of a Yukon First Nation shall be defined pursuant to Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.
- 5.3.3 Plans of survey confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land shall be deposited in the Land Titles Office and any system established under 5.5.1.4 applicable to the Settlement Land dealt with in the survey.
- 5.3.4 Plans of survey confirmed under Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land replace for all purposes any prior map or description of a Parcel of Settlement Land dealt with by the survey.
- 5.3.5 The deposition of a plan of survey under 5.3.3 shall not be construed to affect any aboriginal right, title or interest of a Yukon First Nation or any person eligible to be a Yukon Indian Person it represents.
- 5.3.6 The designation of a Parcel of Settlement Land by the letters "C", "S" and "R" is for convenience only and has no legal effect.

### **5.4.0 Settlement Land**

- 5.4.1 A Yukon First Nation shall have by virtue of this chapter:

- 5.4.1.1 for Category A Settlement Land,

- (a) the rights, obligations and liabilities equivalent to fee simple excepting the Mines and Minerals and the Right to Work the Mines and Minerals, and
  - (b) fee simple title in the Mines and Minerals, and the Right to Work the Mines and Minerals;
- 5.4.1.2 for Category B Settlement Land the rights, obligations and liabilities equivalent to fee simple reserving therefrom the Mines and Minerals and the Right to Work the Mines and Minerals but including the Specified Substances Right; and
- 5.4.1.3 for Fee Simple Settlement Land, fee simple title reserving therefrom the Mines and Minerals and the Right to Work the Mines and Minerals but including the Specified Substances Right.
- 5.4.2 The rights and titles described in 5.4.1 of a Yukon First Nation in Settlement Land are subject to the following exceptions and reservations:
  - 5.4.2.1 any right, title or interest less than the entire fee simple therein existing at the date the land became Settlement Land;
  - 5.4.2.2 any licence, permit and other right issued by Government for the use of land or other resources existing at the date the land became Settlement Land;
  - 5.4.2.3 any renewal or replacement of a right, title or interest described in 5.4.2.1 or a licence, permit or other right described in 5.4.2.2;
  - 5.4.2.4 any new licence, permit or other right in respect of,
    - (a) Petroleum which may be granted as of right to a Person holding a right, title or interest described in 5.4.2.1, 5.4.2.2 or 5.4.2.3, and
    - (b) Mines and Minerals which may be granted pursuant to the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 or the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3 to a Person holding a right, title or interest described in 5.4.2.1, 5.4.2.2 or 5.4.2.3;
  - 5.4.2.5 any right-of-way, easement, reservation, exception, restriction, or special condition agreed to by the parties to a Yukon First Nation Final Agreement and set out therein pursuant to 5.3.1;
  - 5.4.2.6 the Public Access for Wildlife Harvesting;
  - 5.4.2.7 any Waterfront Right-of-Way;
  - 5.4.2.8 the Flooding Right identified pursuant to 7.8.0;



5.4.2.9 the rights granted to Government in a Quarry identified pursuant to 18.2.0; and

5.4.2.10 any reservation agreed to pursuant to 5.7.4.2.

#### **5.5.0 Yukon First Nation Management Powers**

5.5.1 Subject to its Settlement Agreement, each Yukon First Nation, as owner of Settlement Land, may exercise the following powers of management in relation to its Settlement Land:

5.5.1.1 to enact bylaws for the use of and occupation of its Settlement Land;

5.5.1.2 to develop and administer land management programs related to its Settlement Land;

5.5.1.3 to charge rent or other fees for the use and occupation of its Settlement Land; and

5.5.1.4 to establish a system to record interests in its Settlement Land.

#### **5.6.0 Administration by Government**

5.6.1 For the purposes of 5.6.0, "Encumbering Right" means every licence, permit or other right, and every right, title or interest described in 5.4.2.

5.6.2 Subject to 6.3.6, Government shall continue to administer every Encumbering Right including granting renewals or replacements described in 5.4.2.3 and new rights described in 5.4.2.4 in the public interest and in accordance with the Legislation which would apply if Settlement Land were Crown Land.

5.6.3 Where Category A Settlement Land is subject to an Existing Mineral Right or to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time:

5.6.3.1 any Royalty received by Government for production after the date the land became Settlement Land in respect of that Existing Mineral Right; and

5.6.3.2 any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that Existing Mineral Right and of any surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder.

- 5.6.4 Where Category B Settlement Land or Fee Simple Settlement Land is subject to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time, any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that existing surface lease held by the Mineral Right holder.
- 5.6.5 Subject to 5.6.3, 5.6.4 and 5.6.6, Government shall retain for its own benefit any fees, charges or other payments received in respect of any Encumbering Right.
- 5.6.6 Where Settlement Land is subject to a timber harvesting agreement existing at the date the land becomes Settlement Land, Government may agree in the Yukon First Nation Final Agreement to account for and pay to the affected Yukon First Nation any stumpage fee in respect of that timber harvesting agreement received by Government which is payable after the date the land becomes Settlement Land.
- 5.6.7 Government shall not have any fiduciary obligation to a Yukon First Nation for the exercise of any discretionary or other power in relation to the administration of any Encumbering Right.
- 5.6.8 Government shall indemnify and forever save harmless the Yukon First Nations from and against all suits and actions, causes of action, claims, demands, and damages by any Person arising from the continuing administration of the Encumbering Right by Government.
- 5.6.9 Government shall Consult with the affected Yukon First Nation before exercising any discretion to renew or replace an Encumbering Right, to issue a new Encumbering Right, or to set any Royalty, rent or fee described in 5.6.3, 5.6.4 and 5.6.6.
- 5.6.10 If Legislation is amended to authorize Government to increase the term permitted for an Encumbering Right, Government shall not increase the term of that Encumbering Right pursuant to that amendment without the prior consent of the affected Yukon First Nation.
- 5.6.11 Subject to the consent of the Minister, a Yukon First Nation and the holder of an Encumbering Right may agree that the right be cancelled and replaced by an interest provided by the Yukon First Nation.
- 5.6.12 The Minister may only refuse to consent under 5.6.11 if:
- 5.6.12.1 the holder of the Encumbering Right is in default of any obligation to Government or has outstanding unsatisfied liabilities to Government pursuant to the interest;

- 5.6.12.2 the Encumbering Right was granted under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and there is no "Certificate of Improvements" issued thereunder or equivalent certificate issued under any successor Legislation;
- 5.6.12.3 the Encumbering Right is a claim granted under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3 and there is no plan of survey of the claim approved in accordance with that Act or equivalent approval under successor Legislation; or
- 5.6.12.4 there is a Person claiming an interest in the Encumbering Right.

## **5.7.0 Disclosure of Government Interests in Settlement Land**

- 5.7.1 Government shall make best efforts to disclose to each Yukon First Nation, before its final land selections are signed by the negotiators for its Yukon First Nation Final Agreement, which, if any, of those lands are:
  - 5.7.1.1 under the management, charge and direction of any department of Government listed in Schedule I of the Financial Administration Act, R.S.C. 1985, c. F-11, other than the Department of Indian Affairs and Northern Development, or of any entity in Schedule II or III of that Act;
  - 5.7.1.2 subject to reservations made in the land records of the Northern Affairs Program, Department of Indian Affairs and Northern Development;
  - 5.7.1.3 under the administration and control of the Commissioner and,
    - (a) under the management, charge and direction of any department of the Yukon as defined in the Financial Administration Act, R.S.Y. 1986, c. 65,
    - (b) subject to a reservation and notation made in the land records of the Lands Branch, Department of Community and Transportation Services, or
    - (c) occupied by any department of the Yukon as defined in the Financial Administration Act, R.S.Y. 1986, c. 65; or
  - 5.7.1.4 any other land occupied by any department of the Yukon as defined in the Financial Administration Act, R.S.Y. 1986, c. 65.
- 5.7.2 For the purpose of 5.7.1 and 5.7.4, "disclose" means to provide Territorial Resource Base Maps at a scale of 1:20,000 or 1:30,000 or Community Reference Plans indicating thereon the land described in 5.7.1 and accompanied by a list describing:



- 5.7.2.1 the department or entity having management, charge or direction of the land in 5.7.1.1;
- 5.7.2.2. the nature of the reservation in 5.7.1.2; and
- 5.7.2.3 the department having management, charge and direction of, or occupying, the land in 5.7.1.3(a) or (c), or 5.7.1.4 or the nature of the reservation in 5.7.1.3(b).
- 5.7.3 The obligation set out in 5.7.1 does not apply where the information described in 5.7.1 is publicly available in the Land Titles Office.
- 5.7.4 If Government or a Yukon First Nation becomes aware of any information described in 5.7.1 which has not been disclosed prior to that Yukon First Nation ratifying its Yukon First Nation Final Agreement and which is not publicly available in the Land Titles Office, that party shall provide the other with the information, whereupon Government shall declare
- 5.7.4.1 that:
- (a) the department or entity does not have the management, charge or direction of the land,
  - (b) the reservation is cancelled, or
  - (c) the Commissioner does not have administration and control of the land,
- as the case may be, and, as of the date of the declaration, the Settlement Land shall not be subject to such management, charge or direction, reservation or administration and control and no compensation shall be payable to the Yukon First Nation; or
- 5.7.4.2 in the cases of 5.7.1.2 or 5.7.1.3(b), that, with the agreement of the affected Yukon First Nation, the land described in 5.7.1.2 or 5.7.1.3(b) remains Settlement Land subject to the reservation and, as of the date of the declaration, Government shall provide compensation as determined pursuant to 7.5.0 to the Yukon First Nation for any diminution in the value of the Settlement Land resulting from the continuation of the reservation after the date of the declaration, and the Settlement Land shall be subject to the reservation.
- 5.7.5 For the purposes of 5.7.1 and 5.7.4:
- 5.7.5.1 Government in 5.7.1.1 means Canada;
- 5.7.5.2 Government in 5.7.1.2 means the Government for whose benefit the reservation was made; and

5.7.5.3 Government in 5.7.1.3 means the Yukon.

#### **5.8.0 Beds of Waterbodies**

5.8.1 Unless otherwise provided in the description referred to in 5.3.1, the portions of the Bed of a lake, river or other waterbody within the boundaries of a Parcel of Settlement Land shall be Settlement Land.

5.8.2 Unless otherwise provided in the description referred to in 5.3.1, the Bed of a lake, river or other waterbody which is contiguous with a boundary of a Parcel of Settlement Land shall not be Settlement Land.

#### **5.9.0 Interests in Settlement Land - Less than Entire Interest in 5.4.1**

5.9.1 Upon and subsequent to the happening of any of the following events:

5.9.1.1 the registration in the Land Titles Office of any interest in a Parcel of Settlement Land, less than the entire interest set out in 5.4.1.1(a) or 5.4.1.2;

5.9.1.2 the expropriation of any interest in a Parcel of Settlement Land, less than the entire interest set out in 5.4.1.1(a) or 5.4.1.2;

5.9.1.3 the granting of any interest in a Parcel of Settlement Land less than the entire interest in 5.4.1.1(a) or 5.4.1.2 to any Person not enrolled under that Yukon First Nation Final Agreement; or

5.9.1.4 the declaration of a reservation in a Parcel by Government pursuant to 5.7.4.2,

the interest registered, expropriated or granted or the reservation declared, as the case may be, shall take priority for all purposes over:

5.9.1.5 any aboriginal claims, rights, titles and interests of the Yukon First Nation and all persons eligible to be Yukon Indian People it represents, their heirs, descendants and successors; and

5.9.1.6 the right to harvest described in 16.4.2,

in or to the Parcel referred to in 5.9.1.1, 5.9.1.2, 5.9.1.3 and 5.9.1.4, as the case may be.

5.9.2 Each Yukon First Nation and all persons who are eligible to be Yukon Indian People it represents, their heirs, descendants and successors undertake not to exercise or assert:

5.9.2.1 any aboriginal claim, right, title or interest; or

5.9.2.2 any right to harvest described in 16.4.2,

in or to any Parcel referred to in 5.9.1.1, 5.9.1.2, 5.9.1.3 and 5.9.1.4 which aboriginal claim, right, title or interest or right to harvest described in 16.4.2 is in conflict or inconsistent with the interest described in 5.9.1.1, 5.9.1.2 and 5.9.1.3, or the reservation declared in 5.9.1.4, as the case may be.

## **5.10.0 Interests in Settlement Land - Entire Interest**

5.10.1 Each Yukon First Nation and all persons eligible to be Yukon Indian People it represents, shall be deemed to have ceded, released and surrendered to Her Majesty the Queen in Right of Canada all their aboriginal claims, rights, titles and interests, in and to the Parcels described hereunder and waters therein upon the happening of any of the following events:

5.10.1.1 the registration in the Land Titles Office of the fee simple title in that Parcel of Settlement Land;

5.10.1.2 the expropriation of the fee simple title in that Parcel of Settlement Land; or

5.10.1.3 the granting of the fee simple interest in that Parcel of Settlement Land.

5.10.2 A Yukon First Nation shall be deemed to have been granted immediately before the happening of an event described in 5.10.1.1, 5.10.1.2 or 5.10.1.3 for that Parcel:

5.10.2.1 if Category A Settlement Land, fee simple title excepting the Mines and Minerals and the Right to Work the Mines and Minerals, subject to,

(a) the reservations and exceptions set out in 5.4.2, other than 5.4.2.6, and

(b) the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7 other than the reservations set out in paragraphs 13(a) and (b) and 15(a) of that Act; and

5.10.2.2 if Category B Settlement Land, fee simple title reserving to the Crown therefrom the Mines and Minerals and the Right to Work the Mines and Minerals but including the Specified Substances Right, subject to,

(a) the reservations and exceptions set out in 5.4.2, and



- (b) the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7 other than the reservations set out in paragraphs 13(a) and (b) and 15(a) of that Act.

5.10.3 The interest in Fee Simple Settlement Land set out in 5.4.1.3 shall be deemed to be subject to the reservations to the Crown and exceptions which would apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7, other than the reservations set out in paragraphs 13(a) and (b) and 15(a) of that Act, upon the happening of either of the following events:

- 5.10.3.1 the expropriation of the fee simple title in a Parcel of Settlement Land;  
or
- 5.10.3.2 the granting by a Yukon First Nation of its fee simple title in that Parcel of Settlement Land.

#### **5.11.0 Land Ceasing to be Settlement Land**

- 5.11.1 Except for purposes of Chapter 23 - Resource Royalty Sharing, where a Yukon First Nation becomes divested, either voluntarily or involuntarily, of all its interest in land set out in 5.4.1.1(a) in a Parcel of Category A Settlement Land, but retains some or all of its interest in the Mines and Minerals in that Parcel, that Parcel and the retained interest in the Mines and Minerals in that Parcel shall cease to be Settlement Land.
- 5.11.2 Where a Yukon First Nation becomes divested, either voluntarily or involuntarily, of all its interest in land set out in 5.4.1.1(a), 5.4.1.2 or 5.4.1.3 in a Parcel of Settlement Land, that Parcel shall cease to be Settlement Land.

#### **5.12.0 Reacquisition**

- 5.12.1 Where land which is or was subject to the operation of 5.10.0 is reacquired by a Yukon First Nation in fee simple, whether including or excluding the Mines and Minerals, that Yukon First Nation may declare the land to be Settlement Land and thereafter the land shall be Settlement Land of the following category:
  - 5.12.1.1 Category A Settlement Land when Mines and Minerals are included and the land had previously been Category A Settlement Land;
  - 5.12.1.2 Category B Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Category B Settlement Land; or

- 5.12.1.3 Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Fee Simple or Category A Settlement Land,

except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.

### **5.13.0 Deregistration**

- 5.13.1 A Yukon First Nation may deregister a Parcel of Category A Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law, other than:

5.13.1.1 the reservations and exceptions set out in 5.4.2; and

5.13.1.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7 other than the reservations set out in paragraphs 13(a) and (b) or 15(a) of that Act.

- 5.13.2 A Yukon First Nation may deregister a Parcel of Category B Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law other than:

5.13.2.1 the reservations and exceptions set out in 5.4.2; and

5.13.2.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7.

- 5.13.3 Deregistration pursuant to 5.13.1 and 5.13.2 shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of that Parcel.

### **5.14.0 Proposed Site Specific Settlement Land**

- 5.14.1 Subject to 5.14.2, the provisions of 2.5.0 and 5.4.1 shall not apply to Proposed Site Specific Settlement Land, and Proposed Site Specific Settlement Land shall not be considered Settlement Land for any purpose.

- 5.14.2 Subject to 5.14.3, the provisions of 2.5.0 shall apply to Proposed Site Specific Settlement Land and 5.4.1 shall apply to Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land, and the Site Specific Settlement Land shall thereupon be Settlement Land for all purposes.

- 5.14.3 Where there is more than one Parcel of Site Specific Settlement Land to be selected in one or more Parcels of Proposed Site Specific Settlement Land bearing the same "S" number, 5.14.2 shall not apply until the plan of the last Parcel of Site Specific Settlement Land in the last Parcel of Proposed Site Specific Settlement Land bearing the same "S" number has been confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.
- 5.14.4 Any orders made under the Territorial Lands Act, R.S.C. 1985, c. T-7, the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4, the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3 or the Lands Act, R.S.Y. 1986, c. 99 withdrawing Proposed Site Specific Settlement Land on the Effective Date of the Yukon First Nation's Final Agreement shall be continued until the provisions of 2.5.0 apply to that land.

#### **5.15.0 Waterfront Right-of-Way**

- 5.15.1 Unless otherwise agreed in a Yukon First Nation Final Agreement on a case by case basis, there shall be a Waterfront Right-of-Way 30 metres in width measured landward from the Natural Boundaries within Settlement Land of all Navigable Waters which abut or are within Settlement Land.

##### **Specific Provision**

- 5.15.1.1 Any exception to the Waterfront Right-of-Way referred to in 5.15.1 is set out as a special condition in Appendix A - Settlement Land Descriptions, attached to this Agreement.

- 5.15.2 The uses allowed upon and the width of the Waterfront Right-of-Way may be varied in a Yukon First Nation Final Agreement to accommodate special circumstances.

##### **Specific Provision**

- 5.15.2.1 Any variation referred to in 5.15.2 is set out as a special condition in Appendix A - Settlement Land Descriptions, attached to this Agreement.

- 5.15.3 Subject to 6.1.6, any Person has a right of access without the consent of the affected Yukon First Nation to use a Waterfront Right-of-Way for travel and for non-commercial recreation including camping and sport fishing, and to use standing dead or deadfall firewood incidental to such use.



- 5.15.4 Except for hunting Migratory Game Birds if permitted by and in accordance with Law, the right of access in 5.15.3 shall not be construed to permit Harvesting Wildlife at any time on Category A or Fee Simple Settlement Land.
- 5.15.5 Any Person has a right of access to use a Waterfront Right-of-Way for commercial recreation purposes with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of the access.
- 5.15.6 The Surface Rights Board shall not make an order under 5.15.5 unless the Person seeking access satisfies the Board that:
- 5.15.6.1 such access is reasonably required; and
  - 5.15.6.2 such access is not also practicable and reasonable across Crown Land.
- 5.15.7 Subject to 5.15.8, no Person shall establish any permanent camp or structure on a Waterfront Right-of-Way without the consent of Government and the affected Yukon First Nation.
- 5.15.8 A Yukon First Nation has a right to establish a permanent camp or structure on a Waterfront Right-of-Way on its Settlement Land, provided that:
- 5.15.8.1 the permanent camp or structure does not substantially alter the public right of access under 5.15.3; or
  - 5.15.8.2 there is a reasonable alternate public right of access for the purposes set out in 5.15.3.
- 5.15.9 Any dispute as to whether the conditions set out in 5.15.8.1 and 5.15.8.2 are met may be referred to the Surface Rights Board by Government or the affected Yukon First Nation.
- 5.15.10 For purposes of 5.15.9, the Surface Rights Board shall have all the powers of an arbitrator under 26.7.3.

## **5.16.0 Notations for Hydro-electric and Water Storage Projects**

- 5.16.1 Government shall identify to Yukon First Nations, before final land selections are signed by the negotiators for all parties to a Yukon First Nation Final Agreement, those areas proposed for future hydro-electric and water storage projects.

- 5.16.2 When land identified pursuant to 5.16.1 forms part of Settlement Land, a notation shall be made in the description of that land pursuant to 5.3.1 that such land is proposed for hydro-electric and water storage projects.
- 5.16.3 If any Parcel of Settlement Land bearing the notation referred to in 5.16.2 is registered in the Yukon Land Titles Office, the notation shall be noted on the title by way of caveat.
- 5.16.4 Chapter 7 - Expropriation shall apply to the expropriation of any land bearing such notation or caveat.

## **CHAPTER 6 - ACCESS**

### **6.1.0 General**

- 6.1.1 Laws of General Application in respect of access to and use incidental thereto, of privately held land shall apply to Settlement Land, except as altered by a Settlement Agreement.
- 6.1.2 Government and a Yukon First Nation may agree in a Yukon First Nation Final Agreement or from time to time after the Effective Date of a Yukon First Nation Final Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement to address special circumstances in respect of a specific Parcel of Settlement Land.

#### **Specific Provision**

- 6.1.2.1 The holder of an outfitting concession shall have a right of access to Settlement Land situated within that concession, for outfitting purposes, during the first full spring hunting season subsequent to the Effective Date of this Agreement and the first full fall hunting season subsequent to the Effective Date of this Agreement and a further right of access to that Settlement Land, for the purpose of removing property, during the 12 months immediately following whichever full hunting season is the later.
- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Kwanlin Dun First Nation and the holder of an outfitting concession from entering into any agreement which provides the holder of an outfitting concession with a right of access other than set out in 6.1.2.1.

- 6.1.3 A Yukon First Nation owes the same duty of care to a Person exercising a right of access on Undeveloped Settlement Land pursuant to Settlement Agreements as the Crown owes to a Person on unoccupied Crown Land.
- 6.1.4 Nothing in this chapter imposes an obligation on a Yukon First Nation or Government to manage or maintain any trail or other route of access.
- 6.1.5 Any Person may enter upon Settlement Land in an emergency but when damage is caused, the Person shall report to the affected Yukon First Nation the location thereof as soon as practicable thereafter and shall be liable for significant damage to Settlement Land or to any improvement on Settlement Land as a result of the entry.
- 6.1.6 A right of access provided by 5.15.3, 6.3.1 and 6.3.2 is subject to the conditions that there shall be no:



- 6.1.6.1 significant damage to Settlement Land or to improvements on Settlement Land;
  - 6.1.6.2 mischief committed on Settlement Land;
  - 6.1.6.3 significant interference with the use and peaceful enjoyment of Settlement Land by the Yukon First Nation;
  - 6.1.6.4 fee or charge payable to the affected Yukon First Nation; or
  - 6.1.6.5 compensation for damage other than for significant damage.
- 6.1.7 A Person who fails to comply with the conditions in 6.1.6.1, 6.1.6.2, or 6.1.6.3 shall be considered a trespasser with respect to that incident of access.
- 6.1.8 Government and a Yukon First Nation may agree from time to time to designate Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land.

#### **Specific Provision**

- 6.1.8.1 The designation of Kwanlin Dun First Nation Settlement Land as Developed Settlement Land as of the Effective Date of this Agreement is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

- 6.1.9 Subject to Chapter 7 - Expropriation, unless the affected Yukon First Nation otherwise agrees, any route of access on Settlement Land which may be established or improved after the Effective Date of the affected Yukon First Nation's Final Agreement shall remain Settlement Land and shall not be designated by operation of law or otherwise, as a highway or public road, notwithstanding that the route is established or improved:
- 6.1.9.1 for the benefit of any Person; or
  - 6.1.9.2 using funds or other resources provided directly or indirectly by Government for the establishment or improvement of such route.

#### **6.2.0 Access to Crown Land**

- 6.2.1 A Yukon Indian Person has and a Yukon First Nation has a right of access without the consent of Government to enter, cross and stay on Crown Land and to use Crown Land incidental to such access for a reasonable period of time for all non-commercial purposes if:

- 6.2.1.1 the access is of a casual and insignificant nature; or
- 6.2.1.2 the access is for the purpose of Harvesting Fish and Wildlife in accordance with Chapter 16 - Fish and Wildlife.
- 6.2.2 A Yukon Indian Person has and a Yukon First Nation has a right of access without the consent of Government to cross and make necessary stops on Crown Land to reach adjacent Settlement Land for commercial purposes if:
  - 6.2.2.1 the access is of a casual and insignificant nature; or
  - 6.2.2.2 the route used is a traditional route of Yukon Indian People or of a Yukon First Nation or is generally recognized and is being used for access on a regular basis, whether year round or intermittently, and the exercise of the right of access does not result in a significant alteration in the use being made of that route.
- 6.2.3 A right of access in 6.2.1 or 6.2.2 does not apply to Crown Land:
  - 6.2.3.1 which is subject to an agreement for sale or a surface licence or lease except,
    - (a) to the extent the surface licence or lease permits public access, or
    - (b) where the holder of the interest allows access; or
  - 6.2.3.2 where access or use by the public is limited or prohibited.
- 6.2.4 A right of access provided by 6.2.1 or 6.2.2 shall be subject to the conditions that there shall be no:
  - 6.2.4.1 significant damage to the land or to improvements on the land;
  - 6.2.4.2 mischief committed on the land;
  - 6.2.4.3 significant interference with the use and peaceful enjoyment of the land by other Persons;
  - 6.2.4.4 fee or charge payable to Government; or
  - 6.2.4.5 compensation for damage other than significant damage.
- 6.2.5 A Yukon Indian Person or Yukon First Nation who fails to comply with the conditions in 6.2.4.1, 6.2.4.2 or 6.2.4.3 shall forfeit the rights provided in 6.2.1 or 6.2.2, as the case may be, with respect to that incident of access.

- 6.2.6 A Yukon First Nation or any Person to whom rights have been granted by a Yukon First Nation in respect of the exploration or development of Mines and Minerals in Category A Settlement Land shall have the same rights of access to Non-Settlement Land and the use thereof incidental to such access as any other Person has for the same purpose.
- 6.2.7 Government shall not alienate Crown Land abutting any block of Settlement Land so as to deprive that block of Settlement Land of access from adjacent Crown Land or from a highway or public road.
- 6.2.8 Nothing in this chapter shall be construed so as to deprive Yukon Indian People or a Yukon First Nation of the rights or privileges of access to Crown Land available to the public.

### **6.3.0 General Access**

- 6.3.1 A Person has a right of access, without the consent of the affected Yukon First Nation, to enter, cross and make necessary stops on Undeveloped Settlement Land to reach adjacent Non-Settlement Land for commercial and non-commercial purposes if:
- 6.3.1.1 the access is of a casual and insignificant nature; or
  - 6.3.1.2 the route used is generally recognized and was being used for access on a regular basis, whether year round or intermittently, either,
    - (a) prior to public notification of the final land selection for that Yukon First Nation's Final Agreement, or
    - (b) where the land becomes Settlement Land after the Effective Date of the Yukon First Nation Final Agreement, on the date the land became Settlement Land,on the condition that the exercise of the right of access does not result in a significant alteration being made of that route.
- 6.3.2 A Person has a right of access without the consent of the affected Yukon First Nation to enter, cross and stay on Undeveloped Settlement Land for a reasonable period of time for all non-commercial recreational purposes.
- 6.3.3 Where no right of access is provided by a Settlement Agreement, a Person has a right of access to enter, cross and make necessary stops on Undeveloped Settlement Land to reach adjacent land for commercial and non-commercial purposes with the consent of the Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.



- 6.3.4 The Surface Rights Board shall not make an order under 6.3.3 unless the Person seeking access satisfies the Board that:
- 6.3.4.1 such access is reasonably required; and
  - 6.3.4.2 such access is not also practicable and reasonable across Crown Land.
- 6.3.5 Subject to 6.3.6 and 5.6.0, the holder of a licence, permit or other right of access to or across Settlement Land for commercial or non-commercial purposes, which was in existence either:
- 6.3.5.1 on the Effective Date of the Yukon First Nation's Final Agreement; or
  - 6.3.5.2 where the land becomes Settlement Land after the Effective Date of a Yukon First Nation's Final Agreement, on the date the land became Settlement Land,
- shall be entitled to exercise the rights granted by the licence, permit or other right of access including those granted by a renewal or replacement thereof as if the land had not become Settlement Land.
- 6.3.6 Any change in the terms or conditions relating to access of a licence, permit or other right of access described in 6.3.5, other than a renewal or replacement thereof shall require the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out the terms and conditions of access.
- 6.3.7 A Yukon First Nation or any Person may refer a dispute concerning the interpretation, application or alleged violation of 6.3.1, 6.3.2 or of any condition established pursuant to 6.6.0 affecting 6.3.1 or 6.3.2 to the Surface Rights Board for resolution.
- 6.3.8 The parties to a Yukon First Nation Final Agreement may agree therein to limit the application of 6.3.1.2 in respect of any particular route.
- 6.3.9 Nothing in this chapter shall be construed to provide a right to harvest Fish and Wildlife.

#### **6.4.0 Government Access**

- 6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.

- 6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.
- 6.4.3 The right of access provided in 6.4.1 and 6.4.2 shall be subject to the conditions that there shall be no:
- 6.4.3.1 mischief committed on the Settlement Land;
  - 6.4.3.2 fee or charge payable to the affected Yukon First Nation; or
  - 6.4.3.3 unnecessary interference with the use and peaceful enjoyment of its Settlement Land by the Yukon First Nation.
- 6.4.4 Any Person exercising a right of access pursuant to 6.4.1 and 6.4.2 shall be liable only for significant damage to Settlement Land and any improvements on Settlement Land caused by the exercise of such right of access. Significant damage does not include necessary alteration of Settlement Land or watercourses required to maintain transportation corridors referred to in 6.4.1.
- 6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:
- 6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and
  - 6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 6.4.6 The Surface Rights Board shall not make an order under 6.4.5.2 unless the Person seeking access satisfies the Board that:
- 6.4.6.1 such access is reasonably required; and
  - 6.4.6.2 such access is not also practicable and reasonable across Crown Land.
- 6.4.7 Nothing in this chapter shall be construed to limit the lawful authority of Government to carry out inspections and enforce Law on Settlement Land.

## **6.5.0 Military Access**

- 6.5.1 In addition to the right of access provided by 6.4.1, the Department of National Defence has a right of access to Undeveloped Settlement Land for military manoeuvres with the consent of the affected Yukon First Nation with respect to contact persons, areas, timing, environmental protection, protection of Wildlife and habitat, land use rent, and compensation for damage caused to Settlement Land and improvements and personal property thereon, or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.
- 6.5.2 Nothing in 6.5.1 shall be construed to limit the authority of the Department of National Defence to enter, cross, stay on or use Undeveloped Settlement Land in accordance with the National Defence Act, R.S.C. 1985, c. N-5.
- 6.5.3 Government shall give reasonable advance notice of military exercises or operations to inhabitants of any area to be affected.

## **6.6.0 Conditions of Access**

- 6.6.1 If a Yukon First Nation wishes to establish terms and conditions for the exercise of a right of access provided:
- 6.6.1.1 by 5.15.3, 6.3.1, 6.3.2, 16.11.12, 18.3.1, 18.4.1 or 18.4.2; or
  - 6.6.1.2 by 6.4.1 or 6.4.2 where the right of access is for a period of no more than 120 consecutive days,
- the Yukon First Nation and Government shall attempt to negotiate the terms and conditions.
- 6.6.2 Failing agreement pursuant to 6.6.1, the Yukon First Nation may refer the matter to the Surface Rights Board. The Surface Rights Board may establish terms and conditions only for the exercise of a right of access which specify seasons, times, locations, method or manner of access.
- 6.6.3 Unless Government and the affected Yukon First Nation otherwise agree, a condition established pursuant to 6.6.2 affecting the exercise of a right of access shall be established only to:
- 6.6.3.1 protect the environment;
  - 6.6.3.2 protect Fish and Wildlife or their habitat;
  - 6.6.3.3 reduce conflicts with traditional and cultural uses of Settlement Land by the Yukon First Nation or a Yukon Indian Person; or



6.6.3.4 protect the use and peaceful enjoyment of land used for communities and residences.

6.6.4 A condition established pursuant to 6.6.2 affecting the exercise of a right of access shall not:

6.6.4.1 restrict law enforcement or any inspection authorized by Law;

6.6.4.2 impose a fee or charge for the exercise of that right of access; or

6.6.4.3 unreasonably restrict that right of access.

## **CHAPTER 7 - EXPROPRIATION**

### **7.1.0 Objective**

- 7.1.1 The objective of this chapter is, in recognition of the fundamental importance of maintaining the geographic integrity of Settlement Land, to ensure that development requiring expropriation shall avoid Settlement Land where possible and practicable.

### **7.2.0 Definitions**

In this chapter, the following definitions shall apply.

"Affected Yukon First Nation" means the Yukon First Nation whose Settlement Land is being acquired or expropriated by an Authority pursuant to this chapter.

"Authority" means Government or any other entity authorized by Legislation to expropriate Land.

"Cost of Construction" for a proponent in respect of a hydro-electric or water storage project means the cost of construction of civil structures; cost of reservoir and site clearing; cost of construction of access; electrical and mechanical costs; cost of construction of transmission to grid; design, including the cost of socio-economic and environmental studies required for the project application; and, engineering and construction management costs.

"Land" includes any interest in land recognized in Law.

"Settlement Land" includes any interest in Settlement Land recognized in Law.

### **7.3.0 General**

- 7.3.1 This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by a Yukon First Nation.

### **7.4.0 Procedures for Expropriation**

- 7.4.1 An Authority shall negotiate with the Affected Yukon First Nation the location and extent of Settlement Land to be acquired or expropriated.
- 7.4.2 Subject to this chapter, an Authority may expropriate Settlement Land in accordance with Laws of General Application.

7.4.3 When agreement of the Affected Yukon First Nation pursuant to 7.4.1 is not obtained, the following procedures shall apply:

- 7.4.3.1 any expropriation of Settlement Land shall require the approval of the Governor in Council or the Commissioner in Executive Council as the case may be;
- 7.4.3.2 notice of the intention of any Authority to seek approval under 7.4.3.1 shall be given to the Affected Yukon First Nation by the Authority; and
- 7.4.3.3 notice of the intention shall not be given until the public hearing process under 7.6.0 or the public hearing in accordance with Legislation has been completed.

## **7.5.0 Procedures for Compensation**

7.5.1 An Authority shall negotiate with the Affected Yukon First Nation compensation for Settlement Land being expropriated or acquired, pursuant to this chapter.

7.5.2 When the agreement of the Affected Yukon First Nation pursuant to 7.5.1 is not obtained, the following provisions shall apply:

- 7.5.2.1 the Surface Rights Board shall determine any dispute over compensation upon an application by either the Authority or Affected Yukon First Nation, except where the expropriation is pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7;
- 7.5.2.2 compensation ordered by the Surface Rights Board may be,
  - (a) upon request by the Affected Yukon First Nation, and, if available and identified by the Affected Yukon First Nation, Land of the Authority within the Traditional Territory of the Affected Yukon First Nation,
  - (b) money,
  - (c) other forms of compensation, or
  - (d) any combination of above;
- 7.5.2.3 when the Affected Yukon First Nation requests Land to be all or part of the compensation, the Surface Rights Board shall,
  - (a) determine whether the Authority holds Land identified by the Affected Yukon First Nation which is within its Traditional Territory and whether that Land is available,



- (b) determine the value, in accordance with 7.5.2.7, of the Authority's Land which is available,
- (c) order the Authority to transfer to the Affected Yukon First Nation the amount of available Land necessary to provide compensation, and
- (d) subject to 7.5.2.4, where Land transferred to the Affected Yukon First Nation pursuant to 7.5.2.3(c) and 7.5.2.4(c) is not sufficient to provide compensation in Land as requested, order the balance of compensation to be in the form of 7.5.2.2(b), or (c), or both;

7.5.2.4 if the expropriating Authority is not Government and the Surface Rights Board has determined there is not sufficient available Land for the purposes of 7.5.2.3,

- (a) the Board shall so notify Government and thereafter Government shall be a party to the proceedings,
- (b) the Board shall determine whether Government holds available Land which is contiguous to the Settlement Land and within the Affected Yukon First Nation's Traditional Territory, whether that Land is available and if so the value of that available Land in accordance with 7.5.2.7,
- (c) the Board shall order Government to transfer to the Affected Yukon First Nation available Land up to the value, which in addition to the value of Land provided under 7.5.2.3, is necessary to provide compensation in Land as requested by the Affected Yukon First Nation under 7.5.2.3, and
- (d) the Authority shall pay to Government the value of the Land provided under 7.5.2.4 (c) and all costs of Government associated with the transfer;

7.5.2.5 the Surface Rights Board shall consider the matters set out in 8.4.1 when assessing the value of expropriated Settlement Land;

7.5.2.6 Land is not available for the purposes of 7.5.2.3 or 7.5.2.4, if it is,

- (a) Land subject to an agreement for sale or a lease containing an option to purchase, unless both Government and the Person holding such an interest in the Land consent,
- (b) Land subject to a lease, unless both Government and the lessee consent,
- (c) a highway or highway right-of-way,

- (d) Land within 30 metres of the boundary line between the Yukon and Alaska, the Yukon and Northwest Territories, and the Yukon and British Columbia,
- (e) Land determined by the Surface Rights Board to be occupied or used by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
- (f) Land determined by the Surface Rights Board to be required for future use by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
- (g) Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit the expansion of Yukon communities,
- (h) Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit access for any Person to Navigable Water or highways, or
- (i) such other Land as the Surface Rights Board in its discretion determines is not available;

7.5.2.7 in determining the value of the Land to be provided by an Authority, the Surface Rights Board shall consider, in addition to the market value of the Land,

- (a) the value of Fish and Wildlife Harvesting and of gathering to the Affected Yukon First Nation,
- (b) any potential effect of the Land to be provided by an Authority upon other Settlement Land of the Affected Yukon First Nation,
- (c) any cultural or other special value of the Land to the Affected Yukon First Nation, and
- (d) such other factors as may be permitted by the Legislation establishing the Board;

7.5.2.8 Land provided or ordered as compensation under this chapter, which is within the Traditional Territory of the Affected Yukon First Nation, shall be transferred to the Affected Yukon First Nation in fee simple and shall, in accordance with 7.5.2.9, be designated as,

- (a) Category A Settlement Land when Mines and Minerals are included, or
- (b) Category B Settlement Land or Fee Simple Settlement Land when Mines and Minerals are not included;

7.5.2.9 prior to making an order under 7.5.2.3(c) or 7.5.2.4(c), the designation of Land under 7.5.2.8(b), and the designation of the acquired Land as Developed Settlement Land or Undeveloped Settlement Land shall be determined,

- (a) by agreement between the Affected Yukon First Nation and Government, or

- (b) failing agreement, by the Surface Rights Board; and

7.5.2.10 the designation of Land provided as compensation shall not affect any surrender in respect of such Land.

7.5.3 Nothing in this chapter prevents the Authority and the Affected Yukon First Nation from agreeing that Land outside of the Traditional Territory of the Affected Yukon First Nation be part of compensation for expropriation. Land outside the Affected Yukon First Nation's Traditional Territory shall not become Settlement Land, unless otherwise agreed to by Government, the Affected Yukon First Nation and the Yukon First Nation in whose Traditional Territory the Land is located.

## **7.6.0 Public Hearings**

7.6.1 Where an Affected Yukon First Nation objects to an expropriation, there shall be a public hearing in respect of the location and extent of the Land to be acquired. The procedure for the public hearing shall include the following:

- 7.6.1.1 notice to the Affected Yukon First Nation and the public;

- 7.6.1.2 an opportunity for the Affected Yukon First Nation and the public to be heard;

- 7.6.1.3 discretion in the holder of the hearing to award costs, including interim costs, to the Affected Yukon First Nation; and

- 7.6.1.4 the preparation and submission of a report by the hearing panel to the Minister.

7.6.2 Nothing in this chapter shall be construed to eliminate or duplicate any legislative requirement for a public hearing in respect of expropriation.



**7.7.0 Expropriation pursuant to the National Energy Board Act**

7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. N-7 to settle disputes in respect of expropriation.

7.7.2 The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.

**7.8.0 Expropriation for Hydro-electric and Water Storage Projects**

7.8.1 Government may identify on maps described in 5.3.1 no more than 10 sites for a hydro-electric or water storage project in the Yukon.

7.8.2 Sites shall be identified pursuant to 7.8.1 in a Yukon First Nation's Traditional Territory before that Yukon First Nation's final land selection is signed by the negotiators to that Yukon First Nation's Final Agreement.

7.8.3 An Authority exercising a Flooding Right over Settlement Land identified pursuant to 7.8.1 and 7.8.2 shall pay compensation to the Affected Yukon First Nation for improvements only, provided the sum of such compensation to all Affected Yukon First Nations for that hydro-electric or water storage project shall not exceed three percent of the Cost of Construction of the project.

7.8.4 An Authority exercising a Flooding Right over Settlement Land, other than for those sites identified pursuant to 7.8.1 and 7.8.2, shall pay compensation pursuant to this chapter except that in assessing compensation for Land and improvements, the Surface Rights Board shall not consider 8.4.1.8 or 7.5.2.7(c) and the sum of such compensation to all Affected Yukon First Nations for all improvements shall not exceed three percent of the Cost of Construction of that hydro-electric or water storage project.

## **CHAPTER 8 - SURFACE RIGHTS BOARD**

### **8.1.0 General**

- 8.1.1 A Surface Rights Board ("the Board") shall be established pursuant to Legislation enacted no later than the effective date of Settlement Legislation.
- 8.1.2 The Minister shall appoint an even number of persons, no greater than 10, to the Board, one-half of which shall be nominees of the Council for Yukon Indians.
- 8.1.3 In addition to the persons appointed pursuant to 8.1.2, the Minister shall appoint, upon the recommendation of the Board, an additional person as a member of the Board who shall serve as chairperson.
- 8.1.4 The Surface Rights Board Legislation shall provide that:
- 8.1.4.1 applications to the Board shall be heard and decided by panels of three members of the Board;
  - 8.1.4.2 where an application is in respect of Settlement Land, one member of the panel shall be a member nominated to the Board by the Council for Yukon Indians;
  - 8.1.4.3 notwithstanding 8.1.4.1 and 8.1.4.2, any dispute may be heard and decided by one member of the Board, with the consent of the parties to the dispute; and
  - 8.1.4.4 any order of a panel referred to in 8.1.4.1 or of one member referred to in 8.1.4.3 shall be considered an order of the Board.
- 8.1.5 To the extent an order of the Board is in conflict with:
- 8.1.5.1 a Decision Document that the Decision Body is empowered to implement; or
  - 8.1.5.2 any requirement imposed pursuant to any Legislation regulating the activity for which the access is obtained, but not the access itself,
- the Decision Document or the requirement shall prevail to the extent of that conflict whether the order was issued before or after the Decision Document or requirement.
- 8.1.6 Amendments to the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3 shall be made to conform with the provisions of this chapter.

- 8.1.7 An order of the Board shall be enforceable in the same manner as if it were an order of the Supreme Court of the Yukon.
- 8.1.8 A right of access to Settlement Land under an interim order shall not be exercised until the Person relying upon the interim order has paid to the affected Yukon First Nation, and to any affected interest holder designated by the Board, an entry fee, plus any interim compensation ordered by the Board.
- 8.1.9 Before any matter is referred to the Board, the parties to any proceeding pursuant to 8.2.1 shall first attempt to negotiate an agreement.

## **8.2.0 Jurisdiction of the Board**

- 8.2.1 The Board shall have jurisdiction to hear and determine:
- 8.2.1.1 any matter referred to the Board by a Settlement Agreement;
  - 8.2.1.2 on Non-Settlement Land, a dispute between a Person, other than Government, with an interest or right in the surface and a Person, other than Government, with a right of access to or interest in the Mines and Minerals therein and thereunder; and
  - 8.2.1.3 such other matters as may be set out in the Legislation establishing the Board.

## **8.3.0 Powers and Responsibilities of the Board**

- 8.3.1 In any proceeding before the Board pursuant to 8.2.1, it shall have the following powers and responsibilities:
- 8.3.1.1 to establish the terms and conditions of a right of access or use referred to the Board, whether or not compensation is included;
  - 8.3.1.2 to award compensation for the exercise of a right of access or use of the surface, and for damage resulting from access or use of the surface, and from the activities of the Person having the interest in the Mines and Minerals and to specify the time and method of payment thereof subject to exceptions, limitations and restrictions set out in a Settlement Agreement, and to determine the amount of such compensation;
  - 8.3.1.3 to determine compensation for Settlement Land expropriated and to carry out the responsibilities set out in Chapter 7 - Expropriation;



- 8.3.1.4 to determine, where required by a Settlement Agreement, whether access is reasonably required and whether that access is not also practicable and reasonable across Crown Land;
  - 8.3.1.5 to designate the route of access on Settlement Land determined least harmful to the interest of the affected Yukon First Nation while being reasonably suitable to the Person wishing access;
  - 8.3.1.6 to award costs, including interim costs;
  - 8.3.1.7 to grant an interim order in respect of any matter in 8.3.1.1, 8.3.1.2, 8.3.1.3 or 8.3.1.5 where the Board has not heard all the evidence or completed its deliberation in respect of that matter;
  - 8.3.1.8 except for a matter in respect of expropriation or acquisition of Settlement Land under Chapter 7 - Expropriation, to review periodically, any order of the Board, upon application by any party to the proceedings, where there has been a material change since the Board made the order;
  - 8.3.1.9 after a review is completed under 8.3.1.8, to affirm, amend or terminate any order of the Board;
  - 8.3.1.10 to prescribe rules and procedures to govern any negotiations required before a matter is referred to the Board; and
  - 8.3.1.11 such additional powers and responsibilities as may be set out in the Legislation establishing the Board.
- 8.3.2 An order of the Board may include:
- 8.3.2.1 the hours, days and times of the year during which access or use of the surface may be exercised;
  - 8.3.2.2 notice requirements;
  - 8.3.2.3 limitations on the location of use and the route of access;
  - 8.3.2.4 limitations on equipment;
  - 8.3.2.5 abandonment requirements and restoration work;
  - 8.3.2.6 a requirement to provide security in the form of a letter of credit, guarantee or indemnity bond, insurance or any other form of security satisfactory to the Board;
  - 8.3.2.7 rights of inspection or verification;

- 8.3.2.8 a requirement to pay the entry fee payable to the affected Yukon First Nation;
- 8.3.2.9 a requirement to pay to the affected Yukon First Nation the compensation determined;
- 8.3.2.10 limitations on the number of Persons and on the activities which may be carried out by Persons; and
- 8.3.2.11 such other terms and conditions as may be permitted by the Legislation establishing the Board.

#### **8.4.0 Compensation**

- 8.4.1 In determining the amount of compensation for the affected Yukon First Nation for access to, use of, or expropriation of Settlement Land, the Board shall consider:
  - 8.4.1.1 the market value of the interest in the Settlement Land;
  - 8.4.1.2 any loss of use, loss of opportunity, or interference with the use of the Settlement Land;
  - 8.4.1.3 any impact on Fish and Wildlife Harvesting within Settlement Land;
  - 8.4.1.4 any impact on Fish and Wildlife and their habitat within Settlement Land;
  - 8.4.1.5 any impact upon other Settlement Land;
  - 8.4.1.6 any damage which may be caused to the Settlement Land;
  - 8.4.1.7 any nuisance, inconvenience, and noise;
  - 8.4.1.8 any cultural or other special value of the Settlement Land to the affected Yukon First Nation;
  - 8.4.1.9 the expense associated with the implementation of any order of the Board; and
  - 8.4.1.10 such other factors as may be permitted by the Legislation establishing the Board,

but shall not:

  - 8.4.1.11 decrease the compensation on account of any reversionary interest remaining in the Yukon First Nation or any entry fee payable;

8.4.1.12 increase the compensation on account of any aboriginal claim, right, title or interest; or

8.4.1.13 increase the compensation by taking into account the value of Mines and Minerals on or under Category B or Fee Simple Settlement Land.

8.4.2 The Surface Rights Board Legislation shall set out the authority of the Board to establish the entry fee and shall set out the parameters for establishment of the entry fee.

8.4.3 If an interim order for access is granted before all matters have been determined, a hearing in respect of all these outstanding matters shall be commenced no later than 30 days from the date of the interim order as the case may be.

## **8.5.0 Legislation**

8.5.1 The parties to the Umbrella Final Agreement shall negotiate guidelines for drafting Surface Rights Board Legislation and these drafting guidelines shall be consistent with the provisions of this chapter.

8.5.2 Failing agreement on guidelines, Government shall Consult with the Council for Yukon Indians and with Yukon First Nations during the drafting of the Surface Rights Board Legislation.





## **CHAPTER 9 - SETTLEMENT LAND AMOUNT**

### **9.1.0 Objective**

- 9.1.1 The objective of this chapter is to recognize the fundamental importance of land in protecting and enhancing a Yukon First Nation's cultural identity, traditional values and life style, and in providing a foundation for a Yukon First Nation's self-government arrangements.

### **9.2.0 Yukon Settlement Land Amount**

- 9.2.1 Subject to the Umbrella Final Agreement, the total amount of Settlement Land for the requirements of all Yukon First Nations shall not exceed 16,000 square miles (41,439.81 square kilometres).
- 9.2.2 The total amount shall contain no more than 10,000 square miles (25,899.88 square kilometres) of Category A Settlement Land.

### **9.3.0 Yukon First Nations' Settlement Land Amount**

- 9.3.1 The amount of Settlement Land to be allocated to each Yukon First Nation has been determined in the context of the overall package of benefits in the Umbrella Final Agreement.
- 9.3.2 The Umbrella Final Agreement as initialled by the negotiators on March 31, 1990, contemplated that the Yukon First Nations and Government would agree to the allocation of Settlement Land amounts described in 9.2.0 for each Yukon First Nation by May 31, 1990, and in the absence of such agreement, Government, after consultation with the Council for Yukon Indians, would determine that allocation.
- 9.3.3 In the absence of the agreement referred to in 9.3.2, Government, after consultation with the Council for Yukon Indians, has determined the allocation of Settlement Land among the Yukon First Nations and that allocation is set out in Schedule A - Allocation of Settlement Land Amount attached to this chapter.
- 9.3.4 The land allocation determined under 9.3.3 for Yukon First Nations which do not have a Yukon First Nation Final Agreement may be varied by agreement in writing of all affected Yukon First Nations and Government.
- 9.3.5 Negotiation of final Settlement Land selections for a Yukon First Nation shall not commence until the allocation pursuant to 9.3.2 or 9.3.3 is determined.

- 9.3.6 A Yukon First Nation Final Agreement shall identify and describe Settlement Land for that Yukon First Nation.

#### **9.4.0 Land Negotiation Restrictions**

- 9.4.1 Privately owned land, land subject to an agreement for sale or land subject to a lease containing an option to purchase is not available for selection as Settlement Land, unless the Person holding such an interest in the land consents.
- 9.4.2 Unless otherwise agreed to in a Yukon First Nation Final Agreement, the following land is not available for selection as Settlement Land:
- 9.4.2.1 except as provided in 9.4.1, land under lease, subject to the leaseholder's interest;
  - 9.4.2.2 land occupied by or transferred to any department or agency of the federal, territorial or municipal government;
  - 9.4.2.3 land reserved in the property records of Northern Program, Department of Indian Affairs and Northern Development, except land reserved for that Department's Indian and Inuit Program, in favour of a Yukon First Nation or a Yukon Indian Person;
  - 9.4.2.4 a highway or highway right-of-way as defined in the Highways Act, S.Y. 1991, c.7, but in no case shall a highway right-of-way have a width greater than 100 metres; and
  - 9.4.2.5 the border reserve constituting any land within 30 metres of the boundary line between the Yukon and Alaska, the Yukon and Northwest Territories, and the Yukon and British Columbia.

#### **9.5.0 Balanced Selection**

- 9.5.1 To establish a balanced allocation of land resource values, the land selected as Settlement Land shall be representative of the nature of the land, the geography and the resource potential within each Yukon First Nation's Traditional Territory, and the balance may vary among Yukon First Nations' selections in order to address their particular needs.
- 9.5.2 The selection of Site Specific Settlement Land shall not be restricted solely to traditional use and occupancy, but may also address other needs of Yukon First Nations.
- 9.5.3 The sizes of Site Specific Settlement Land may vary depending on the geography and needs of individual Yukon First Nations.



- 9.5.4 Except as otherwise agreed on a case by case basis, Settlement Land may only be selected by a Yukon First Nation within its Traditional Territory.
- 9.5.5 Land selections shall allow for reasonable expansion by Yukon First Nations and other Yukon communities.
- 9.5.6 Land selections on both sides of a major waterway or Major Highway should be avoided, but may be considered with each Yukon First Nation on a case by case basis to ensure final land selections provide a balanced selection and reasonable access for all users.
- 9.5.7 A Yukon First Nation may select land to address needs including, but not limited to the following:
  - 9.5.7.1 hunting areas;
  - 9.5.7.2 fishing areas;
  - 9.5.7.3 trapping areas;
  - 9.5.7.4 habitat areas and protected areas;
  - 9.5.7.5 gathering areas;
  - 9.5.7.6 historical, archaeological or spiritual areas;
  - 9.5.7.7 areas of residence or occupancy;
  - 9.5.7.8 access to waterbodies and use of waterbodies;
  - 9.5.7.9 agriculture or forestry areas;
  - 9.5.7.10 areas of economic development potential; and
  - 9.5.7.11 wilderness areas.
- 9.5.8 Settlement Land may abut a right-of-way of a highway or road.
- 9.5.9 Settlement Land may abut Navigable Water and non-Navigable Water notwithstanding any Waterfront Right-of-Way that may be identified pursuant to Chapter 5 - Tenure and Management of Settlement Land.

## **9.6.0 Crown and Settlement Land Exchange**

- 9.6.1 A Yukon First Nation and Government may agree to exchange Crown Land for Settlement Land and may agree that Crown Land exchanged for Settlement Land will be Settlement Land provided that any such agreement shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of that Crown Land.

### **Specific Provision**

- 9.6.1.1 Provisions respecting an exchange of Crown Land for Settlement Land pursuant to 9.6.1, in connection with Reservation No. 105D10-0000-00017, are set out in Schedule B attached to this chapter.
- 9.6.1.2 Provisions respecting an exchange of Crown Land for Settlement Land pursuant to 9.6.1, in connection with Reservation No. 105D08-0000-00097, are set out in Schedule C attached to this chapter.

### **Specific Provision**

## **9.7.0 Acquisition of Land Excluded from Parcel C-42B**

- 9.7.1 In 9.7.0, the following definitions shall apply.

"Airport Zoning Controls" has the same meaning as in Appendix A - Settlement Land Descriptions, attached to this Agreement.

"Designated Lot" means each of the lands shown as lots A, B, C and D on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, in Appendix B - Maps, which forms a separate volume to this Agreement.

"Holder" means any Person who is named as transferee under an agreement for sale from the Yukon in relation to a Designated Lot and any Person who is the registered owner from time to time of a Designated Lot as shown in the records of the Land Titles Office and includes the administrator or executor of such Person but does not include a Person who is the registered owner of a Designated Lot pursuant to 9.7.2.2.

9.7.2 If Government disposes of the fee simple interest in a Designated Lot, it shall include in any agreement for sale or grant of title, a right of first refusal in favour of the Kwanlin Dun First Nation to purchase the Designated Lot from the Holder upon the following terms:

9.7.2.1 the Holder shall not dispose of the fee simple interest in a Designated Lot to any Person other than the Holder's spouse or children by will or otherwise unless the Holder has first offered the Designated Lot to the Kwanlin Dun First Nation in the following manner:

- (a) the Holder shall provide written notice to the Kwanlin Dun First Nation setting out the price and the other terms and conditions upon which the Designated Lot may be purchased;
- (b) if the Kwanlin Dun First Nation does not accept, in writing, the offer referred to in (a) within 60 days of its receipt, it shall be deemed to have declined the offer and the Holder may offer the opportunity to purchase the Designated Lot to other Persons upon the same terms and conditions as offered to the Kwanlin Dun First Nation;
- (c) if no other Person accepts the offer referred to in (b), the Holder may re-offer the Designated Lot on new terms and conditions but in accordance with the procedure set out in (a) and (b);

9.7.2.2 the Kwanlin Dun First Nation's right of first refusal with respect to a Designated Lot shall cease to exist upon:

- (a) the Kwanlin Dun First Nation acquiring the fee simple interest in the Designated Lot; or
- (b) any Person acquiring the fee simple interest in the Designated Lot by the acceptance of an offer made in accordance with 9.7.2.1(b) or of a re-offer made in accordance with 9.7.2.1(c).

9.7.3 If the Kwanlin Dun First Nation acquires fee simple title to a Designated Lot, it may convert the Designated Lot from fee simple title to Fee Simple Settlement Land in exchange for land of equal area ceasing to be Settlement Land, in the following manner:



- 9.7.3.1 the Kwanlin Dun First Nation shall identify an area of Category B or Fee Simple Settlement Land that is equal in size to the Designated Lot, and shall take all steps necessary to register its fee simple title to that land in the Land Titles Office, including surveying and subdividing if required;
- 9.7.3.2 the Kwanlin Dun First Nation shall take all steps necessary to register its fee simple title to the Designated Lot in the Land Titles Office;
- 9.7.3.3 upon completion of the matters described in 9.7.3.1 and 9.7.3.2, the Kwanlin Dun First Nation may by resolution of the Kwanlin Dun First Nation Council declare the Designated Lot to be Fee Simple Settlement Land and thereafter the Designated Lot shall be Fee Simple Settlement Land and the land described in 9.7.3.1 shall cease to be Settlement Land;
- 9.7.3.4 the declaration of the Designated Lot as Fee Simple Settlement Land pursuant to 9.7.3.3 shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect thereof;
- 9.7.3.5 the land described in 9.7.3.1, which ceases to be Settlement Land pursuant to 9.7.3.3, shall not be re-designated as Settlement Land pursuant to 5.12.0 of this Agreement;
- 9.7.3.6 upon that Designated Lot being declared Fee Simple Settlement Land pursuant to 9.7.3.3:
- (a) those provisions of the Kwanlin Dun First Nation Self-Government Agreement which apply to Settlement Land Parcel C-42B shall apply to the Designated Lot;
  - (b) the Designated Lot shall be subject to Licence No. 789 and Water Licence No. HY99-010 and for greater certainty shall be subject to the exceptions and reservations described in 5.4.2; and
  - (c) Airport Zoning Controls shall apply.
- 9.7.4 For greater certainty, Designated Lots which become Fee Simple Settlement Land pursuant to 9.7.3 shall be subject to 21.2.1 and 21.2.2.

9.7.5 The Kwanlin Dun First Nation shall provide written notice to Government promptly following a declaration pursuant to 9.7.3.3 attaching copies of the Certificates of Title for both the Designated Lot and the land described in 9.7.3.1.

9.7.6 If the Kwanlin Dun First Nation acquires the fee simple interest in each of the Designated Lots pursuant to 9.7.2, or otherwise, Government shall, at the request of the Kwanlin Dun First Nation, enter into negotiations with the Kwanlin Dun First Nation pursuant to 9.6.1 of this Agreement with a view to exchanging other Settlement Land for the Crown Land between the Designated Lots and the bank of the Yukon River shown cross-hatched as Sketches 1 and 2 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, in Appendix B - Maps, which forms a separate volume to this Agreement.

#### **9.8.0 Replacement of Designated Roadways Removed from Parcel C-41B**

9.8.1 In 9.8.0 the following definitions shall apply.

"Airport Zoning Controls" has the same meaning as in Appendix A - Settlement Land Descriptions, attached to this Agreement.

"Designated Roads" means any portion of Settlement Land Parcel C-41B which is developed by the Kwanlin Dun First Nation as road in accordance with 7.5 of the Municipal Services and Infrastructure Agreement.

"Municipal Services and Infrastructure Agreement" means the agreement between the Kwanlin Dun First Nation, Canada, the Yukon and the City of Whitehorse referred to in 26.1 of the Kwanlin Dun First Nation Self-Government Agreement and which comes into effect on the Effective Date of this Agreement.

"Replacement Land" means Crown Land of equal area to the area of the Designated Roads and which is contiguous to the northwest boundary of Parcel C-41B and within the area shown cross-hatched as Sketch 1 on Map Sheet 105 D/11 - McIntyre Area, City of Whitehorse, in Appendix B - Maps, which forms a separate volume to this Agreement.

- 9.8.2 If the Kwanlin Dun First Nation transfers title to Designated Roads to the City of Whitehorse in accordance with 7.5.2 of the Municipal Services and Infrastructure Agreement, it may on one occasion any time thereafter give written notice to the Yukon to transfer Replacement Land to the Kwanlin Dun First Nation.
- 9.8.3 The Kwanlin Dun First Nation shall be responsible for selecting and surveying the Replacement Land within the area shown cross-hatched as Sketch 1 on Map Sheet 105 D/11 - McIntyre Area, City of Whitehorse, in Appendix B - Maps, which forms a separate volume to this Agreement.
- 9.8.4 Upon receiving notice pursuant to 9.8.2 and completion of the survey by the Kwanlin Dun First Nation pursuant to 9.8.3, the Yukon shall transfer the Replacement Land to the Kwanlin Dun First Nation as Category B Settlement Land free and clear of encumbrances except as provided in 9.8.7.
- 9.8.5 The transfer of the Replacement Land as Category B Settlement Land shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect thereof.
- 9.8.6 The Designated Roads which cease to be Settlement Land upon vesting in the City of Whitehorse shall not be re-designated as Settlement Land pursuant to 5.12.0 of this Agreement.
- 9.8.7 Upon transfer of the Replacement Land as Category B Settlement Land pursuant to 9.8.4:
- 9.8.7.1 the Replacement Land shall be subject to any easement, license or permit issued by Government on or before the transfer in respect of existing utility infrastructure for electricity, television, radio, internet or telephone services;
  - 9.8.7.2 Airport Zoning Controls shall apply to the Replacement Land;
  - 9.8.7.3 for greater certainty, the Replacement Land shall be subject to the exceptions and reservations described in 5.4.2 of this Agreement;
  - 9.8.7.4 the provisions of the Kwanlin Dun First Nation Self-Government Agreement which apply to Settlement Land Parcel C-41B shall apply to the Replacement Land; and



9.8.7.5 for greater certainty, the Replacement Land shall be subject to property taxation in accordance with Chapter 21 - Taxation of Settlement Land.

9.8.8 The provisions of 9.8.0 shall terminate and the obligation of the Yukon to transfer Replacement Land shall cease:

9.8.8.1 once the Yukon has completed a transfer of Replacement Land in accordance with 9.8.4;

9.8.8.2 if the Kwanlin Dun First Nation transfers ownership of surface infrastructure associated with Designated Roads and grants an easement to the City of Whitehorse in respect of those roads in accordance with 7.5.3 of the Municipal Services and Infrastructure Agreement; or

9.8.8.3 on the 50th anniversary of the Effective Date of this Agreement.

## SCHEDULE A

### ALLOCATION OF SETTLEMENT LAND AMOUNT

	Cat. A Sq. Miles	Sq. Km*	Fee Simple & Cat. B Sq. Miles	Sq. Km*	Total Sq. Miles	Sq. Km*	Allocation under 4.3.4 Sq. Miles	Sq. Km*
Carcross/Tagish First Nation	400	1036	200	518	600	1553.99	2.9	7.51
Champagne and Aishihik First Nations	475	1230.24	450	1165.49	925	2395.74	12.17	31.52
Dawson First Nation	600	1553.99	400	1036	1000	2589.99	3.29	8.52
Kluane First Nation	250	647.5	100	259	350	906.5	2.63	6.81
Kwanlin Dun First Nation	250	647.5	150	388.5	400	1036	2.62	6.79
Liard First Nation	930	2408.69	900	2330.99	1830	4739.68	2.63	6.81
Little Salmon/Carmacks First Nation	600	1553.99	400	1036	1000	2589.99	3.27	8.47
First Nation of Nacho Nyak Dun	930	2408.69	900	2330.99	1830	4739.68	3.58	9.27
Ross River Dena Council	920	2382.79	900	2330.99	1820	4713.78	2.75	7.12
Selkirk First Nation	930	2408.69	900	2330.99	1830	4739.68	2.62	6.79
Ta'an Kwach'an Council	150	388.5	150	388.5	300	777	3.21	8.31
Teslin Tlingit Council	475	1230.24	450	1165.49	925	2395.74	12.88	33.36
Vuntut Gwitchin First Nation	2990	7744.06	-	-	2990	7744.06	2.74	7.1
White River First Nation	100	259	100	259	200	518	2.72	7.04
<b>TOTAL</b>	<b>10000</b>	<b>25899.88</b>	<b>6000</b>	<b>15539.93</b>	<b>16000</b>	<b>41439.81</b>	<b>60</b>	<b>155.4</b>

\* Conversion to square kilometres is approximate

## **SCHEDULE B**

### **LAND EXCHANGE**

#### **RESERVATION 105D10-0000-00017 AND ACCESS ROAD**

- 1.0 If the Northern Pipeline Agency, its successors or assigns (the "NPA"), notifies Government (the "NPA Notice") that it no longer requires the land described in Reservation No. 105D10-0000-00017, Government shall, within 90 days, give written notice thereof to the Kwanlin Dun First Nation and offer the opportunity (the "Offer"), to exchange Settlement Land (the "Identified Land") for:
  - 1.1 the land described in Reservation No. 105D10-0000-00017;
  - 1.2 the land subject to the 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/10 in Appendix B - Maps, which forms a separate volume to this Agreement; and
  - 1.3 fee simple title in the Mines and Minerals, and the Right to Work the Mines and Minerals, in, on or under the land described in 1.1 and 1.2,(collectively, the "R-1A Compressor Station Lands").
- 2.0 Within 90 days of receiving the Offer, the Kwanlin Dun First Nation shall give written notice to Government indicating whether the Kwanlin Dun First Nation accepts or declines the Offer.
- 3.0 If the Kwanlin Dun First Nation accepts the Offer, the Identified Land shall be an area of Parcel R-70A equal in size to the area of the R-1A Compressor Station Lands and shall be exchanged for the R-1A Compressor Station Lands as follows:
  - 3.1 if the NPA Notice is received by Government prior to commencement of the survey of Parcel R-70A, by adjusting the boundary that may be adjusted for Category A Settlement Land under 15.6.2.1 of this Agreement to exclude the Identified Land from Parcel R-70A;



- 3.2 if the NPA Notice is received by Government after commencement of the survey of Parcel R-70A, but before that survey is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by re-locating the boundary that may be adjusted for Category A Settlement Land under 15.6.2.1 of this Agreement to exclude the Identified Land from Parcel R-70A; or
  - 3.3 if the NPA Notice is received by Government after the survey of Parcel R-70A is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by surveying out of Parcel R-70A a parcel of land adjacent to the boundary that was subject to adjustment for Category A Settlement Land under 15.6.2.1 of this Agreement, registering fee simple title to that parcel in the Land Titles Office, and transferring that title including the Mines and Minerals to the Yukon free and clear of encumbrances other than those existing as of the Effective Date of this Agreement.
- 4.0 The Kwanlin Dun First Nation shall be responsible for:
- 4.1 any increase in the cost of surveying Parcel R-70A due to re-locating the boundary as provided in 3.2; and
  - 4.2 all costs incurred in the survey, registration of title and transfer of title referred to in 3.3.
- 5.0 If the Kwanlin Dun First Nation accepts the Offer, the R-1A Compressor Station Lands shall be exchanged for the Identified Land as follows:
- 5.1 if the NPA Notice is received by Government prior to commencement of the survey of Parcel R-1A, by:
    - 5.1.1 amending the description of Parcel R-1A in Appendix A - Settlement Land Descriptions, attached to this Agreement; and
    - 5.1.2 amending Appendix B - Maps, which forms a separate volume to this Agreement,

to include the R-1A Compressor Station Lands in Parcel R-1A;
  - 5.2 if the NPA Notice is received by Government after commencement of the survey of Parcel R-1A, but before that survey is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by:

5.2.1 amending the description of Parcel R-1A in Appendix A - Settlement Land Descriptions, attached to this Agreement;

5.2.2 amending Appendix B - Maps, which forms a separate volume to this Agreement; and

5.2.3 revising the survey of Parcel R-1A,

to include the R-1A Compressor Station Lands in Parcel R-1A; or

5.3 if the NPA Notice is received by Government after the survey of Parcel R-1A is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by transferring the R-1A Compressor Station Lands to the Kwanlin Dun First Nation as Category A Settlement Land free and clear of encumbrances other than the interests applicable to Parcel R-1A by virtue of this Agreement.

6.0 The Yukon shall be responsible for:

6.1 any increase in the cost of surveying Parcel R-1A due to revising the survey of Parcel R-1A as provided in 5.2.3; and

6.2 all costs incurred in the transfer referred to in 5.3 including survey costs, if any.

7.0 Upon the R-1A Compressor Station Lands becoming Category A Settlement Land they shall be subject to the same interests as apply to Parcel R-1A by virtue of this Agreement.

8.0 Nothing in this schedule shall affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the R-1A Compressor Station Lands.

## SCHEDULE C

### LAND EXCHANGE

#### RESERVATION 105D08-0000-00097

- 1.0 If the Northern Pipeline Agency, its successors or assigns (the "NPA"), notifies Government (the "NPA Notice") that it no longer requires the land described in Reservation No. 105D08-0000-00097, Government shall, within 90 days, give written notice thereof to the Kwanlin Dun First Nation and offer the opportunity (the "Offer") to exchange Settlement Land (the "Identified Land") for:
  - 1.1 the land described in Reservation No. 105D08-0000-00097; and
  - 1.2 fee simple title in the Mines and Minerals, and the Right to Work the Mines and Minerals, in, on or under the land described in 1.1,(collectively, the "R-27A Compressor Station Lands").
- 2.0 Within 90 days of receiving the Offer, the Kwanlin Dun First Nation shall give written notice to Government indicating whether the Kwanlin Dun First Nation accepts or declines the Offer.
- 3.0 If the Kwanlin Dun First Nation accepts the Offer, the Identified Land shall be an area of Parcel R-70A equal in size to the area of the R-27A Compressor Station Lands and shall be exchanged for the R-27A Compressor Station Lands as follows:
  - 3.1 if the NPA Notice is received by Government prior to commencement of the survey of Parcel R-70A, by adjusting the boundary that may be adjusted for Category A Settlement Land under 15.6.2.1 of this Agreement to exclude the Identified Land from Parcel R-70A;
  - 3.2 if the NPA Notice is received by Government after commencement of the survey of Parcel R-70A, but before that survey is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by re-locating the boundary that may be adjusted for Category A Settlement Land under 15.6.2.1 of this Agreement to exclude the Identified Land from Parcel R-70A; or



- 3.3 if the NPA Notice is received by Government after the survey of Parcel R-70A is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by surveying out of Parcel R-70A a parcel of land adjacent to the boundary that was subject to adjustment for Category A Settlement Land under 15.6.2.1 of this Agreement, registering fee simple title to that parcel in the Land Titles Office, and transferring that title including the Mines and Minerals to the Yukon free and clear of encumbrances other than those existing as of the Effective Date of this Agreement.
- 4.0 The Kwanlin Dun First Nation shall be responsible for:
- 4.1 any increase in the cost of surveying Parcel R-70A due to re-locating the boundary as provided in 3.2; and
- 4.2 all costs incurred in the survey, registration of title and transfer of title referred to in 3.3.
- 5.0 If the Kwanlin Dun First Nation accepts the Offer, the R-27A Compressor Station Lands shall be exchanged for the Identified Land as follows:
- 5.1 if the NPA Notice is received by Government prior to commencement of the survey of Parcel R-27A, by:
- 5.1.1 amending the description of Parcel R-27A in Appendix A - Settlement Land Descriptions, attached to this Agreement; and
- 5.1.2 amending Appendix B - Maps, which forms a separate volume to this Agreement,
- to include the R-27A Compressor Station Lands in Parcel R-27A;
- 5.2 if the NPA Notice is received by Government after commencement of the survey of Parcel R-27A, but before that survey is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by:
- 5.2.1 amending the description of Parcel R-27A in Appendix A - Settlement Land Descriptions, attached to this Agreement;
- 5.2.2 amending Appendix B - Maps, which forms a separate volume to this Agreement; and

5.2.3 revising the survey of Parcel R-27A,

to include the R-27A Compressor Station Lands in Parcel R-27A; or

5.3 if the NPA Notice is received by Government after the survey of Parcel R-27A is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by transferring the R-27A Compressor Station Lands to the Kwanlin Dun First Nation as Category A Settlement Land free and clear of encumbrances other than the interests applicable to Parcel R-27A by virtue of this Agreement.

6.0 The Yukon shall be responsible for:

6.1 any increase in the cost of surveying Parcel R-27A due to revising the survey of Parcel R-27A as provided in 5.2.3; and

6.2 all costs incurred in the transfer referred to in 5.3 including survey costs, if any.

7.0 Upon the R-27A Compressor Station Lands becoming Category A Settlement Land they shall be subject to the same interests as apply to Parcel R-27A by virtue of this Agreement.

8.0 Nothing in this schedule shall affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the R-27A Compressor Station Lands.

## **CHAPTER 10 - SPECIAL MANAGEMENT AREAS**

### **10.1.0 Objective**

- 10.1.1 The objective of this chapter is to maintain important features of the Yukon's natural or cultural environment for the benefit of Yukon residents and all Canadians while respecting the rights of Yukon Indian People and Yukon First Nations.

### **10.2.0 Definitions**

In this chapter, the following definition shall apply.

"Special Management Area" means an area identified and established within a Traditional Territory pursuant to this chapter and may include:

- (a) national wildlife areas;
- (b) National Parks, territorial parks, or national park reserves, and extensions thereof, and national historic sites;
- (c) special Wildlife or Fish management areas;
- (d) migratory bird sanctuaries or a wildlife sanctuary;
- (e) Designated Heritage Sites;
- (f) watershed protection areas; and
- (g) such other areas as a Yukon First Nation and Government agree from time to time.

### **10.3.0 Establishment of Special Management Areas**

- 10.3.1 Provisions in respect of an existing Special Management Area may be set out in a Yukon First Nation Final Agreement.
- 10.3.2 Special Management Areas may be established in accordance with the terms of this chapter pursuant to a Yukon First Nation Final Agreement or pursuant to Laws of General Application.



### **Specific Provision**

- 10.3.2.1 Kusawa Park is established as a Special Management Area and the specific provisions in respect thereof are set out in Schedule A - Kusawa Park, attached to this chapter.
- 10.3.2.2 Lewes Marsh Habitat Protection Area is established as a Special Management Area and the specific provisions in respect thereof are set out in Schedule B - Lewes Marsh Habitat Protection Area, attached to this chapter.

- 10.3.3 Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.
- 10.3.4 Government may refer proposals to establish historic territorial parks, national historic sites administered by the Canadian Parks Service or to designate Heritage Sites as Designated Heritage Sites to the Heritage Resources Board established pursuant to 13.5.0 instead of the affected Renewable Resources Council for its review and recommendations.
- 10.3.5 A Special Management Area may not include Settlement Land without the consent of the affected Yukon First Nation.

### **10.4.0 Rights and Interests of Yukon First Nations**

- 10.4.1 Where a Special Management Area is proposed to be established which will adversely affect rights of a Yukon First Nation under a Settlement Agreement, Government and the affected Yukon First Nation shall, at the request of either party, negotiate an agreement to:
  - 10.4.1.1 establish any rights, interests and benefits of the affected Yukon First Nation in the establishment, use, planning, management and administration of the Special Management Area; and
  - 10.4.1.2 mitigate adverse effects of the establishment of the Special Management Area on the affected Yukon First Nation.
- 10.4.2 Agreements negotiated pursuant to 10.4.1:
  - 10.4.2.1 shall address the rights Yukon Indian People have for Harvesting Fish and Wildlife within the Special Management Area;

- 10.4.2.2 may address the economic and employment opportunities and benefits for the affected Yukon First Nation;
- 10.4.2.3 may address whether, and on what terms, including provisions on management, Settlement Land may be included in the Special Management Area; and
- 10.4.2.4 may include such other provisions as Government and the affected Yukon First Nation may agree.
- 10.4.3 Where Government and the affected Yukon First Nation do not agree on the terms of an agreement pursuant to 10.4.1, the parties may refer the outstanding issues to the dispute resolution process under 26.4.0.
- 10.4.4 Where mediation under 10.4.3 does not result in agreement, the Government may establish the Special Management Area.
- 10.4.5 Notwithstanding 6.2.3.2, access by a Yukon Indian Person to a Special Management Area established pursuant to 10.4.4 for Harvesting Fish or Wildlife pursuant to a Settlement Agreement may be limited or prohibited only for reasons of Conservation, public health or public safety.
- 10.4.6 Government and the affected Yukon First Nation may, at any time after the establishment of a Special Management Area pursuant to 10.4.4, negotiate an agreement pursuant to 10.4.1 in respect of that Special Management Area, in which case 10.4.5 shall no longer apply to that Special Management Area.
- 10.4.7 Nothing in this chapter shall be construed to derogate from any provision respecting National Parks in the Yukon First Nation Final Agreements for the Champagne and Aishihik First Nations, the Kluane First Nation, the White River First Nation or the Vuntut Gwitchin First Nation.
- 10.4.8 Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be amended according to the terms set out in that agreement.
- 10.4.9 Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be appended to and form part of that Yukon First Nation's Final Agreement if Government and the Yukon First Nation agree.
- 10.5.0 Management of Future Special Management Areas**
- 10.5.1 Unless Government otherwise agrees, Government shall be the management authority for Special Management Areas on Non-Settlement Land.

- 10.5.2 Government shall prepare, or have prepared, a management plan for each Special Management Area established pursuant to a Yukon First Nation Final Agreement after the Effective Date of that Yukon First Nation Final Agreement.
- 10.5.3 Government shall make best efforts to complete the management plan within five years of the establishment of the Special Management Area.
- 10.5.4 Government shall review each management plan at least once every 10 years.
- 10.5.5 The management plan and any proposed amendments thereto shall be referred before approval to the relevant Renewable Resources Council or to the Yukon Heritage Resources Board, as the case may be, for its review and recommendations.
- 10.5.6 The provisions of 16.8.0 shall apply in respect of the implementation of any recommendations made pursuant to 10.5.5.
- 10.5.7 Should a management advisory body other than a body referred to in 10.5.5 be established by Government for the purpose of 10.3.3, 10.3.4 or 10.5.5, Yukon First Nation representation shall be 50 percent on any such body unless Government and the affected Yukon First Nation agree otherwise. Any such management advisory body shall have the responsibilities of a Renewable Resource Council or the Heritage Resources Board set out in this chapter.
- 10.5.8 Except as provided otherwise in this chapter, or in a Yukon First Nation Final Agreement, all National Parks and extensions, national park reserves and extensions and national historic parks and sites shall be planned, established and managed pursuant to the National Parks Act, R.S.C. 1985, c. N-14, other Legislation, the Canadian Parks Service policy and park management plans in effect from time to time.
- 10.5.9 Where a Special Management Area includes a National Park or its extension or national park reserve or its extension, exploration and development of non-renewable resources shall not be permitted, except in respect of the removal of sand, stone and gravel for construction purposes within the National Park or national park reserve.
- 10.5.10 Where a Special Management Area includes Yukon First Nation Burial Sites or places of religious and ceremonial significance to a Yukon First Nation, the management plan shall be consistent with the provisions of Chapter 13 - Heritage and shall provide for the protection and preservation of the sites or places.



**10.6.0 Relationship to the Land Use Planning and Development Assessment Processes**

10.6.1 Special Management Areas established after the effective date of Settlement Legislation shall be:

10.6.1.1 consistent with land use plans approved in accordance with Chapter 11 - Land Use Planning; and

10.6.1.2 subject to the provisions of Chapter 12 - Development Assessment.

**10.7.0 Fish and Wildlife Management**

10.7.1 Fish and Wildlife within Special Management Areas shall be managed in accordance with Chapter 16 - Fish and Wildlife.

## SCHEDULE A

### KUSAWA PARK

#### **1.0 Definitions**

1.1 In this schedule, the following definitions shall apply.

"Approved Management Plan" means the management plan in respect of which a consensus has been reached under 6.3 or 6.4, or decided by the Minister under 6.5 of this schedule.

"Area" means the area shown as Kusawa Park on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement, including Crown Land, Settlement Land and privately titled land.

"Carcross/Tagish First Nation" means the Carcross/Tagish First Nation once its self-government agreement is brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1993, c. 35 and prior to that time means the Carcross/Tagish First Nations Band.

"Carcross/Tagish Firm" has the same meaning as in the Carcross/Tagish First Nation Final Agreement once that agreement comes into effect and prior to that time means an entity which complies with the legal requirements to carry on business in the Yukon and which is either:

- (a) a corporation of which more than 50 percent of the corporation's voting shares are beneficially owned by the Carcross/Tagish First Nations Band or its members;
- (b) a co-operative controlled by the Carcross/Tagish First Nations Band or its members;
- (c) a sole proprietorship operated by a member of the Carcross/Tagish First Nations Band;
- (d) a partnership in which at least 50 percent of the partners are the Carcross/Tagish First Nations Band or its members; or
- (e) any other entity more than 50 percent owned or controlled by the Carcross/Tagish First Nations Band or its members.

"Carcross/Tagish People" has the same meaning as in the Carcross/Tagish First Nation Final Agreement once that agreement comes into effect and prior to that time, means the members of the Carcross/Tagish First Nations Band.

"Champagne and Aishihik Firm" has the same meaning as in the Champagne and Aishihik First Nations Final Agreement.

"Champagne and Aishihik People" has the same meaning as in the Champagne and Aishihik First Nations Final Agreement.

"Chilkat Trail" means the trail shown as Chilkat Trail on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement.

"Effective Date" means the earlier of the Effective Dates of the Carcross/Tagish First Nation Final Agreement or Kwanlin Dun First Nation Final Agreement.

"Final Agreement" means with respect to:

- (a) the Carcross/Tagish First Nation, the Carcross/Tagish First Nation Final Agreement among Canada, the Yukon and the Carcross/Tagish First Nation brought into effect pursuant to Settlement Legislation;
- (b) the Kwanlin Dun First Nation, the Kwanlin Dun First Nation Final Agreement among Canada, the Yukon and the Kwanlin Dun First Nation brought into effect pursuant to Settlement Legislation; and
- (c) the Champagne and Aishihik First Nations, the Champagne and Aishihik First Nations Final Agreement among Canada, the Yukon and the Champagne and Aishihik First Nations brought into effect pursuant to Settlement Legislation.

"First Nation Firms" means Carcross/Tagish Firms, Kwanlin Dun Firms, and Champagne and Aishihik Firms.

"Forest Resources" has the same meaning as in Chapter 17 - Forest Resources.

"Kwanlin Dun" has the same meaning as in the Kwanlin Dun First Nation Final Agreement once that agreement comes into effect and prior to that time, means the members of the Kwanlin Dun First Nation Band.



"Kwanlin Dun First Nation" means the Kwanlin Dun First Nation once its self-government agreement is brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1993, c. 35 and prior to that time means the Kwanlin Dun First Nation Band.

"Kwanlin Dun Firm" has the same meaning as in the Kwanlin Dun First Nation Final Agreement once that agreement comes into effect and prior to that time means an entity which complies with the legal requirements to carry on business in the Yukon and which is either:

- (a) a corporation of which more than 50 percent of the corporation's voting shares are beneficially owned by the Kwanlin Dun First Nation Band or its members;
- (b) a co-operative controlled by the Kwanlin Dun First Nation Band or its members;
- (c) a sole proprietorship operated by a member of the Kwanlin Dun First Nation Band;
- (d) a partnership in which at least 50 percent of the partners are the Kwanlin Dun First Nation Band or its members; or
- (e) any other entity more than 50 percent owned or controlled by the Kwanlin Dun First Nation or its members.

"Park" means Kusawa Park established by the Yukon pursuant to the Parks and Land Certainty Act, R.S.Y. 2002, c. 165, in respect of a portion of the Area, in accordance with this schedule.

"Three First Nations" means the Carcross/Tagish First Nation, the Kwanlin Dun First Nation and the Champagne and Aishihik First Nations.

- 1.2 In this schedule, "mines and minerals" and the "right to work" the mines and minerals shall have their meanings according to Laws of General Application and not as defined in Chapter 1 - Definitions.

## **2.0 Objectives**

- 2.1 The objectives of this schedule are:

- 2.1.1 to establish a natural environment park to be known as Kusawa Park under the Parks and Land Certainty Act, R.S.Y. 2002, c. 165;
- 2.1.2 to provide a process to develop a management plan for the Park;
- 2.1.3 to protect for all time a natural area of territorial significance and of important cultural significance to the Three First Nations, which includes portions of the Yukon-Stikine Highlands, Ruby Ranges and Yukon Southern Lakes eco-regions, which contain important physical and biological features, as well as sites of archaeological, historical and cultural value;
- 2.1.4 to recognize and protect the traditional use and sharing of the Area by Carcross/Tagish People, Kwanlin Dun and Champagne and Aishihik People;
- 2.1.5 to recognize the current use of the Area by Carcross/Tagish People, Kwanlin Dun, Champagne and Aishihik People and other Yukon residents;
- 2.1.6 to recognize and honour the history, heritage and culture of the Three First Nations in the Area through the establishment and operation of the Park;
- 2.1.7 to encourage public awareness, use, appreciation and enjoyment of the natural, historical and cultural resources of the Park in a manner that will ensure it is protected for the benefit of future generations;
- 2.1.8 to recognize the current recreational uses of the Area as well as its potential for other uses, including ecotourism and First Nation cultural tourism; and
- 2.1.9 to provide economic opportunities to Carcross/Tagish People, Kwanlin Dun and Champagne and Aishihik People to participate in the development, operation and management of the Park in the manner set out in this schedule.

### 3.0 Establishment

- 3.1 As soon as practicable after the Effective Date, if Canada has not already done so, Canada shall transfer to the Commissioner of the Yukon the administration and control of the Crown Land within the Area, excluding the mines and minerals, and the right to work the mines and minerals, in, on or under the Crown Land.
- 3.2 Except as provided in 3.4, as soon as practicable after the Effective Date and following the transfer referred to in 3.1, the Yukon shall designate the Area as a natural environment park pursuant to the Parks and Land Certainty Act, R.S.Y. 2002, c. 165, to be known as Kusawa Park.
- 3.3 For greater certainty, the Park shall be a settlement agreement park within the meaning of the Parks and Land Certainty Act, R.S.Y. 2002, c. 165.
- 3.4 The Park shall not include:
- 3.4.1 the mines and minerals, in, on or under the Area and the right to work the mines and minerals;
  - 3.4.2 the land shown as:  
  
KDFN R-11B;  
KDFN R-37B;  
KDFN S-322B/D;  
KDFN S-358B,  
  
on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement provided that any portion of such land that does not become Settlement Land of the Kwanlin Dun First Nation upon the confirmation of the official plan of survey by the Surveyor General in accordance with the Kwanlin Dun First Nation Final Agreement, shall be included in the Park;
  - 3.4.3 the land shown as:  
  
CTFN R-55B;  
CTFN S-366B;  
CTFN S-367B;



CTFN S-368B;  
CTFN S-369B,

on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement;

3.4.4 the land shown as:

CTFN S-87B;  
CTFN S-88B;  
CTFN S-97B;  
CTFN S-99B;  
CTFN S-362B;  
CTFN S-389B,

on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement, provided that any portion of such land that does not become Settlement Land of the Carcross/Tagish First Nation upon the confirmation of the official plan of survey by the Surveyor General in accordance with the Carcross/Tagish First Nation Final Agreement, shall be included in the Park;

3.4.5 any land which is Settlement Land of a Yukon First Nation as of the Effective Date, including Champagne and Aishihik First Nations Settlement Land Parcels:

R-19B (Lot 1008, Quad 115A/08, Plan 82063 CLSR, 99-0007 LTO);  
S-14B1 (Lot 1007, Quad 115A/08, Plan 84803 CLSR, 2001-0186 LTO);  
S-17B1 (Lot 1002, Quad 115A/08, Plan 84528 CLSR, 2001-0159 LTO);  
S-18B1/D (Lot 1010, Quad 115A/09);  
S-70B1 (Lot 1009, Quad 115A/08);  
S-71B1 (Lot 1014, Quad 115A/09);  
S-163B1 (Lot 1011, Quad 115A/09, Plan 82060 CLSR, 99-0004 LTO);  
S-178B1 (Lot 1012, Quad 115 A/09);  
S-258B1 (Lot 1006, Quad 115 A/08);  
S-259B1 (Lot 1005, Quad 115A/08, Plan 82064 CLSR, 99-0008 LTO);  
S-262B1 (Lot 1000, Quad 115A/01, Plan 82065 CLSR, 99-0009 LTO);  
S-263B1 (Lot 1001, Quad 115A/01, Plan 80841 CLSR, 98-37 LTO);  
S-290B1 (Lot 1013, Quad 115A/09);  
S-330B1 (Lot 1017, Quad 115A/09, Plan 84809 CLSR, 2001-0192 LTO);

S-345B1 (Lot 1004, Quad 115A/08, Plan 82064 CLSR, 99-0008 LTO);  
S-352B1 (Lot 1003, Quad 115A/08, Plan 80834 CLRS, 98-30 LTO);  
S-360B1 (Lot 1005, Quad 115A/02, Plan 80835 CLSR, 98-31 LTO);

- 3.4.6 any land in respect of which a title is registered in the Land Titles Office as of the Effective Date to a Person who is not a party to this Agreement, including:

Lot 1000, Quad 115A/08, Plan 71913 CLSR, 89-36 LTO;  
Lot 1001, Quad 115A/08, Plan 72070 CLSR, 89-70 LTO;  
Lot 1000, Quad 115A/09, Plan 64564 CLSR, 52959 LTO;  
Lot 1001, Quad 115A/09, Plan 65022 CLSR, 54815 LTO;  
Lot 1002, Quad 115A/09, Plan 64564 CLSR, 52959 LTO;  
Lot 1003, Quad 115A/09, Plan 65089 CLSR, 54535 LTO;  
Lot 1004, Quad 115A/09, Plan 66281 CLSR, 57581 LTO;  
Lot 1005, Quad 115A/09, Plan 67653 CLSR, 63412 LTO;  
Lot 1006, Quad 115A/09, Plan 72084 CLSR, 89-74 LTO;  
Lot 1007, Quad 115A/09, Plan 72329 CLSR, 89-131 LTO;  
Lot 1008, Quad 115A/09, Plan 73319 CLSR, 90-101 LTO;  
Lot 1009, Quad 115A/09, Plan 73328 CLSR, 90-111 LTO;  
Lot 93, Group 803, Plan 58232 CLSR, 37877 LTO;  
Lot 104, Group 803, Plan 60925 CLSR, 46736 LTO;  
Lot 107, Group 803, Plan 60958 CLSR, 46740 LTO;  
Lots 7-1 to 7-8 inclusive, Group 803, Plan 40415 CLSR, 22132 LTO;

- 3.4.7 any Crown Land that is subject to an agreement for sale or a lease containing an option to purchase, issued by Government on or before the Effective Date.

- 3.5 The designation as a natural environment park shall not be removed from any part of the Park without the agreement of the Yukon and each of the Three First Nations.

- 3.6 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, Government shall:

- 3.6.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13;

- 3.6.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17.
- 3.7 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, the Yukon shall withdraw the Area from disposition under the Oil and Gas Act, R.S.Y 2002, c. 162.
- 3.8 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, no one may explore for coal in, on or under the Area.
- 3.9 For greater certainty, the provisions of 3.6, 3.7 and 3.8 shall not apply in respect of:
- 3.9.1 mineral claims and leases recorded or continued under the Quartz Mining Act, S.Y. 2003, c. 14 and placer mining claims and leases to prospect recorded or continued under the Placer Mining Act, S.Y. 2003, c. 13, existing on the Effective Date;
  - 3.9.2 oil and gas dispositions under the Oil and Gas Act, R.S.Y. 2002, c. 162 existing on the Effective Date, which for greater certainty, include federal dispositions;
  - 3.9.3 rights granted or continued under section 6 of the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17, existing on the Effective Date; and
  - 3.9.4 any successor or replacement rights and any new leases, licenses, permits or other rights which may be granted in respect of an interest described in 3.9.1, 3.9.2 or 3.9.3.
- 3.10 The provisions of 3.6, 3.7 and 3.8 shall not prohibit the granting of rights to mines and minerals underlying the Area which may be accessed directionally from a location outside the Area, and the right to work such mines and minerals, provided that the granting of such rights and the working of those rights do not require access to the surface of the Area or would result in a reasonable likelihood of disturbing the surface of the Area.
- 3.11 Yukon shall withdraw



#### **4.0 Steering Committee**

- 4.1 A steering committee (the "Steering Committee") shall be established no later than 24 months after the Effective Date to prepare and recommend a management plan for the Park.
- 4.2 The Steering Committee shall be comprised of either four or six members of whom half shall be designated by the Yukon and half shall be designated by the Three First Nations as follows:
  - 4.2.1 the Yukon shall request each of the Three First Nations to designate one member;
  - 4.2.2 if each of the Three First Nations designates a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of six members and the Yukon shall designate three members;
  - 4.2.3 if only two of the Three First Nations designate members within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members and the Yukon shall designate two members;
  - 4.2.4 if only one of the Three First Nations designates a member within 90 days of receiving the request to do so, the Yukon shall request that First Nation to designate a second member and, upon it doing so, the Yukon shall designate two members so that the Steering Committee will be comprised of four members.
- 4.3 Members of the Steering Committee shall have knowledge and expertise with respect to park management and shall be delegates of the bodies who designated them.
- 4.4 The Steering Committee may make its own operating procedures and shall, to the greatest extent possible, work on a consensus basis.

#### **5.0 Management Plan**

- 5.1 The Steering Committee shall endeavour to recommend a management plan to the Yukon and to each of the Three First Nations within 24 months of the establishment of the Steering Committee.

- 5.2 The management plan shall be consistent with the objectives set out in 2.1.3 to 2.1.9 of this schedule and with the Parks and Land Certainty Act, R.S.Y. 2002, c. 165.
- 5.3 In preparing the management plan, the Steering Committee shall provide for a public consultation process which recognizes the territorial significance of the Park.
- 5.4 The Steering Committee shall consider and the management plan may address all matters pertaining to the management of the Park, including:
- 5.4.1 management and protection of Fish and Wildlife and their habitat in the Park;
  - 5.4.2 management and protection of other renewable resources in the Park;
  - 5.4.3 management and protection of Heritage Resources in the Park, including Heritage Resources of the Three First Nations;
  - 5.4.4 the traditional use of the Area by each of the Three First Nations and by Carcross Tagish People, Kwanlin Dun and Champagne and Aishihik People;
  - 5.4.5 the current use of the Area by each of the Three First Nations and by Carcross/Tagish People, Kwanlin Dun, Champagne and Aishihik People and other Yukon residents;
  - 5.4.6 access to and use of the Park for recreational activities;
  - 5.4.7 subject to 12.10, management and use of the Chilkat Trail;
  - 5.4.8 access to and use of the Park for public harvesting of Fish and Wildlife;
  - 5.4.9 access to and use of the Park for commercial purposes;
  - 5.4.10 traditional knowledge, customs and culture of Carcross/Tagish People, Kwanlin Dun and Champagne and Aishihik People in connection with the Area and its natural and cultural resources;
  - 5.4.11 the role and views of the elders of each of the Three First Nations in relation to the Park;

- 5.4.12 the interests of each of the Three First Nations in the interpretation of place names and Heritage Resources in the Park directly related to the culture of each of the Three First Nations;
  - 5.4.13 measures to enhance public awareness and appreciation of the Park;
  - 5.4.14 identification of specific economic opportunities for the Three First Nations and for Carcross/Tagish People, Kwanlin Dun or Champagne and Aishihik People in the Park;
  - 5.4.15 permitting or other methods of regulating use of the Park; and
  - 5.4.16 such other matters as may be proposed by any of the Three First Nations or the Yukon if agreed to by those who have designated members to the Steering Committee.
- 5.5 In addition to matters pertaining to the management of the Park referred to in 5.4, the Steering Committee shall consider and the management plan may address whether the time periods specified in 3.6, 3.7 and 3.8 should be extended, or those provisions made applicable only to particular portions of the Area.
- 5.6 Prior to approval of the management plan, the Steering Committee shall refer the management plan to the Yukon Heritage Resources Board, and such of the Ilex Renewable Resources Council, the Carcross/Tagish Renewable Resources Council and the Alsek Renewable Resources Council as may exist at that time, for their review and recommendations.
- 5.7 In preparing a management plan to recommend pursuant to 5.1, the Steering Committee shall recognize that oral history is a valid and relevant form of research for establishing the historical significance of Heritage Sites and Moveable Heritage Resources in the Park directly related to the history of each of the Three First Nations.
- 5.8 The Steering Committee shall forward a proposed management plan to the Yukon and to each of the Three First Nations indicating what matters, if any, remain outstanding.



## **6.0 Review and Approval of the Management Plan**

- 6.1 Within 90 days of receipt of the management plan from the Steering Committee, the Yukon shall request each of the Three First Nations to participate in a joint review of the provisions set out therein and any outstanding matters.
- 6.2 If any of the Three First Nations does not agree to participate in the review under 6.1 within 90 days of being requested by the Yukon to do so, the review may proceed without their participation.
- 6.3 The parties participating in the review under 6.1 shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 6.4 If the parties participating in the review do not reach a consensus under 6.3 within 90 days of commencement of the review, any of them may refer the matter to the dispute resolution process under 26.4.0.
- 6.5 If the matter is referred to the dispute resolution process under 6.4 and is not resolved, or if the matter under 6.4 is not referred to dispute resolution, the Minister may accept, vary or set aside the provisions set out in the management plan from the Steering Committee.
- 6.6 The decision of the Minister under 6.5 as to the provisions to be included in the management plan shall be forwarded to each of the Three First Nations in writing.

## **7.0 Implementation of the Approved Management Plan**

- 7.1 The Yukon shall manage the Park in accordance with the Approved Management Plan and the Parks and Land Certainty Act, R.S.Y. 2002, c. 165.
- 7.2 Prior to the implementation of the Approved Management Plan, the Yukon shall manage the Park in accordance with the Parks and Land Certainty Act, R.S.Y. 2002, c. 165 and to the extent practicable in a manner consistent with the objectives set out in 2.0 of this schedule.

- 7.3 Upon the land, or any portion thereof, shown as KDFN R-11B, KDFN R-37B, KDFN S-322B/D, and KDFN S-358B on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement, becoming Settlement Land of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall manage those Parcels of Settlement Land, to the extent practicable, in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 inclusive and any uses thereof authorized by the Kwanlin Dun First Nation shall be compatible with the uses which may be made of the Park.
- 7.4 Upon the land, or any portion thereof, shown as CTFN R-55B, CTFN S-87B, CTFN S-88B, CTFN S-97B, CTFN S-99B, CTFN S-362B, and CTFN S-389B on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement becoming Settlement Land of the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall manage those Parcels of Settlement Land, to the extent practicable, in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 inclusive and any uses thereof authorized by the Carcross/Tagish First Nation shall be compatible with the uses which may be made of the Park.
- 7.5 Upon the land, or any portion thereof, shown as CTFN S-366B, CTFN S-367B, CTFN S-368B and CTFN S-369B on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement becoming Settlement Land of the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall manage those portions of the Chilkat Trail which lie within those Parcels of Settlement Land:
- 7.5.1 prior to the implementation of the Approved Management Plan, to the extent practicable, in a manner consistent with the objectives set out at 2.1.3 to 2.1.8 inclusive of this schedule; or
- 7.5.2 following the implementation of the Approved Management Plan, in a manner consistent therewith and any uses thereof authorized by the Carcross/Tagish First Nation shall be consistent with the uses which may be made of those portions of the Chilkat Trail which lie within the Park.
- 7.6 If the Champagne and Aishihik First Nations amends its Final Agreement to include this schedule, Champagne and Aishihik First Nations shall, to the extent practicable, manage its Settlement Land Parcels within the Area, including:
- R-19B (Lot 1008, Quad 115A/08, Plan 82063 CLSR ,99-0007 LTO);  
S-14B1 (Lot 1007, Quad 115A/08, Plan 84803 CLSR, 2001-0186 LTO);  
S-17B1 (Lot 1002, Quad 115A/08, Plan 84528 CLSR, 2001-0159 LTO);

S-18B1/D (Lot 1010, Quad 115A/09);  
 S-70B1 (Lot 1009, Quad 115A/08);  
 S-71B1 (Lot 1014, Quad 115A/09);  
 S-163B1 (Lot 1011, Quad 115A/09, Plan 82060 CLSR, 99-0004 LTO);  
 S-178B1 (Lot 1012, Quad 115 A/09);  
 S-258B1 (Lot 1006, Quad 115 A/08);  
 S-259B1 (Lot 1005, Quad 115A/08, Plan 82064 CLSR, 99-0008 LTO);  
 S-262B1 (Lot 1000, Quad 115A/01, Plan 82065 CLSR, 99-0009 LTO);

S-263B1 (Lot 1001, Quad 115A/01, Plan 80841 CLSR, 98-37 LTO);  
 S-290B1 (Lot 1013, Quad 115A/09);  
 S-330B1 (Lot 1017, Quad 115A/09, Plan 84809 CLSR, 2001-0192 LTO);  
 S-345B1 (Lot 1004, Quad 115A/08, Plan 82064 CLSR, 99-0008 LTO);  
 S-352B1 (Lot 1003, Quad 115A/08, Plan 80834 CLRS, 98-30 LTO);  
 S-360B1 (Lot 1005, Quad 115A/02, Plan 80835 CLSR, 98-31 LTO),

in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 inclusive and any uses thereof authorized by the Champagne and Aishihik First Nations shall be compatible with the uses which may be made of the Park.

- 7.7 Government shall manage the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application.
- 7.8 In managing the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application, Government shall, to the extent practicable, take into account the objectives set out in 2.0 of this schedule.
- 7.9 Prior to the land described in 7.3 and 7.4 of this schedule becoming Settlement Land of the Kwanlin Dun First Nation or the Carcross/Tagish First Nation, the Yukon shall, to the extent practicable, manage that land in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 inclusive and any uses thereof authorized by the Yukon shall be compatible with the uses which may be made of the Park.
- 7.10 Prior to the land described in 7.5 of this schedule becoming Settlement Land of the Carcross/Tagish First Nation, the Yukon shall manage those portions of the Chilkat Trail which lie within that land:



- 7.10.1 prior to the implementation of the Approved Management Plan, to the extent practicable, in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 inclusive of this schedule; or
- 7.10.2 following implementation of the Approved Management Plan, in accordance therewith and any uses thereof authorized by the Yukon shall be consistent with the uses which may be made of those portions of the Chilkat Trail which lie within the Park.

## **8.0 Review and Amendment of the Approved Management Plan**

- 8.1 The Yukon shall request each of the Three First Nations to participate in a joint review of the Approved Management Plan no later than 5 years after its initial approval and at least every 10 years after the first review, unless otherwise agreed by the Yukon and each of the Three First Nations.
- 8.2 If any of the Three First Nations does not agree to participate in the review under 8.1, within 90 days of being requested by the Yukon to do so, the review may proceed without their participation.
- 8.3 At the time of a review of the Approved Management Plan under 8.1, any of the Three First Nations may request the Yukon to consider an adjustment of the boundaries of the Park. Within 90 days of receiving such a request, the Yukon shall advise each of the Three First Nations, in writing, of its response to such request.
- 8.4 Review of the Approved Management Plan under 8.1 shall include a process for public consultation.
- 8.5 The parties participating in the review under 8.1 shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.
- 8.6 If the parties participating in the review under 8.1 are unable, within 90 days of completion of the review of the Approved Management Plan, to reach consensus pursuant to 8.5, any of them may refer the matter to the dispute resolution process under 26.4.0.

- 8.7 If the matter is referred to the dispute resolution process under 8.6 and is not resolved, or if the matter under 8.6 is not referred to dispute resolution, the Minister shall determine what action, if any, shall result from the review of the Approved Management Plan and shall advise each of the Three First Nations of the decision in writing.
- 8.8 Amendments to the Approved Management Plan, other than through the review process set out in 8.1 to 8.7, may only be made by the Yukon, and shall follow a process based on 8.1, 8.2, 8.5, 8.6 and 8.7.
- 8.9 The Yukon and, subject to 8.10, each of the Three First Nations shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.
- 8.10 If any of the Three First Nations does not have in effect a Final Agreement that includes this schedule, that First Nation may determine not to consider the matters described in 8.9.
- 8.11 Following the first anniversary of approval of the Approved Management Plan, the Yukon and, subject to 8.12 each of the Three First Nations, shall meet once a year, if requested by any of them, to review the implementation of the Approved Management Plan by the Yukon.
- 8.12 If any of the Three First Nations does not have in effect a Final Agreement that includes this schedule, that First Nation may decline to participate in the review under 8.11, and the review may proceed without their participation 90 days after the request is made pursuant to 8.11.

## **9.0 Fish and Wildlife**

- 9.1 For greater certainty, and subject to any sharing accords or intergovernmental agreements which may be in effect among any of the Three First Nations from time to time:
- 9.1.1 Carcross/Tagish People have the right to harvest Fish and Wildlife within their Traditional Territory within the Park;
- 9.1.2 Kwanlin Dun have the right to harvest Fish and Wildlife within their Traditional Territory within the Park; and

- 9.1.3 Champagne and Aishihik People have the right to harvest Fish and Wildlife within their Traditional Territory within the Park,

each in accordance with Chapter 16 - Fish and Wildlife of their respective Final Agreement.

## **10.0 Forest Resources**

- 10.1 The right of Carcross/Tagish People, Kwanlin Dun and Champagne and Aishihik People to harvest Forest Resources within the Park shall be pursuant to Chapter 17 - Forest Resources of their respective Final Agreement, but the rights pursuant to 17.3.1.2 thereof shall be subject to the provisions of the Approved Management Plan.

## **11.0 Heritage**

- 11.1 Applicable First Nation languages shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of Carcross/Tagish People, Kwanlin Dun or Champagne and Aishihik People that may be erected in, or related to, the Park.
- 11.2 When considering the naming or renaming of places or features in the Park, the responsible agency shall Consult with each of the Three First Nations.
- 11.3 In developing the management plan, the Steering Committee shall take into account the cultural and heritage significance of the routes and sites within the Park identified in Schedule A - Heritage Routes to Chapter 13 - Heritage, of the Champagne and Aishihik First Nations Final Agreement and in Schedule C - Heritage Routes and Sites to Chapter 13 - Heritage, of the Carcross/Tagish First Nation Final Agreement.
- 11.4 Nothing in this schedule or the Approved Management Plan shall affect the ownership of Heritage Resources as provided in 13.3.0 of the Final Agreement of each of the Three First Nations.



## **12.0 Economic Opportunities**

- 12.1 Government shall provide written notice to each of the Three First Nations of any public tender for contracts associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park.
- 12.2 Government shall include each of the Three First Nations in any invitational tender for contracts associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park.
- 12.3 The Three First Nations shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, upon the same terms and conditions as would be offered to others. A first opportunity shall be offered in the following manner:
  - 12.3.1 Government shall give notice in writing to each of the Three First Nations specifying the terms and conditions of any such contract;
  - 12.3.2 the Three First Nations may exercise the first opportunity referred to in 12.3 by each of them advising Government in writing within 60 days of receipt of the notice referred to in 12.3.1, specifying the entity which will be accepting such contract provided that:
    - 12.3.2.1 if any of the Three First Nations does not advise Government within the time and in the manner specified in 12.3.2, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remainder of the Three First Nations within the time and in the manner specified in 12.3.2;
    - 12.3.2.2 if those of the Three First Nations who advise Government pursuant to 12.3.2 do not specify the same entity which will be accepting the contract then:
      - (a) if any of those Three First Nations does not have in effect a Final Agreement that includes this schedule and that First Nation has specified a different entity, it shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remainder of the Three First Nations; or

- (b) if those of the Three First Nations who have in effect a Final Agreement that includes this schedule specify different entities, each of them shall be deemed to have given notice that they do not accept the first opportunity to accept the contract.

- 12.4 Any failure to provide written notice pursuant to 12.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 12.5 Any failure to include the Three First Nations in any invitational tender for contracts pursuant to 12.2 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 12.6 Any failure to provide a first opportunity pursuant to 12.3 shall not affect any contract entered into associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park.
- 12.7 Government shall include in any contract opportunities associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, criteria for:
  - 12.7.1 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms;
  - 12.7.2 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and
  - 12.7.3 employment of Champagne and Aishihik People or engagement of Champagne and Aishihik Firms.
- 12.8 In evaluating the criteria in 12.7, Government is not required to assign equal value or weight to the employment of Carcross/Tagish People, Kwanlin Dun and Champagne and Aishihik People or to the engagement of any of the First Nation Firms and nothing in 12.7 shall be construed to mean that a criterion for employment of Carcross/Tagish People, Kwanlin Dun or Champagne and Aishihik People or engagement of First Nation Firms shall be the determining criterion in awarding any contract.
- 12.9 A failure to include the criteria described in 12.7 shall not affect any contract entered into associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park.

- 12.10 Subject to 12.11 and 12.12, the Carcross/Tagish First Nation shall have the exclusive opportunity to carry on, in accordance with the Approved Management Plan and Laws of General Application, commercial wilderness adventure travel operations on that portion of the Chilkat Trail as shown on Inset Sketch on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement, being that portion of the Chilkat Trail within the Park which is in the unoverlapped portion of the Traditional Territory of the Carcross/Tagish First Nation.
- 12.11 Commercial wilderness adventure travel operations existing on the date that the Park is established which operate on the Chilkat Trail shall continue to be able to operate at then existing levels of activity if permitted by and in accordance with Laws of General Application and the Approved Management Plan.
- 12.12 Non-commercial use of the Chilkat Trail shall continue if permitted by and in accordance with Laws of General Application and the Approved Management Plan.

### **13.0 Development Assessment and Land Use Planning**

- 13.1 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and a Designated Office shall consider the Approved Management Plan.
- 13.2 In developing a land use plan which includes all or part of the Park, a Regional Land Use Planning Commission shall consider the Approved Management Plan.



## SCHEDULE B

### LEWES MARSH HABITAT PROTECTION AREA

#### **1.0 Definitions**

1.1 In this schedule, the following definitions shall apply.

"Approved Management Plan" means the management plan in respect of which a consensus has been reached under 6.3 or decided by the Minister under 6.4 of this schedule.

"Area" means the area shown as Lewes Marsh Habitat Protection Area on Map Sheet Lewes Marsh Habitat Protection Area in Appendix B - Maps, which forms a separate volume to this Agreement.

"Board" means the Water Board established for the Yukon pursuant to Laws of General Application.

"Carcross/Tagish First Nation" means the Carcross/Tagish First Nation once its self-government agreement is brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1993, c. 35 and prior to that time means the Carcross/Tagish First Nations Band.

"Carcross/Tagish Firm" has the same meaning as in the Carcross/Tagish First Nation Final Agreement once that agreement comes into effect and prior to that time means an entity which complies with the legal requirements to carry on business in the Yukon and which is either:

- (a) a corporation of which more than 50 percent of the corporation's voting shares are beneficially owned by the Carcross/Tagish First Nations Band or its members;
- (b) a co-operative controlled by the Carcross/Tagish First Nations Band or its members;
- (c) a sole proprietorship operated by a member of the Carcross/Tagish First Nations Band;

- (d) a partnership in which at least 50 percent of the partners are the Carcross/Tagish First Nations Band or its members; or
- (e) any other entity more than 50 percent owned or controlled by the Carcross/Tagish First Nations Band or its members.

"Carcross/Tagish People" has the same meaning as in the Carcross/Tagish First Nation Final Agreement once that agreement comes into effect and prior to that time, means the members of the Carcross/Tagish First Nations Band.

"Effective Date" means the earlier of the Effective Dates of the Carcross/Tagish First Nation Final Agreement or the Kwanlin Dun First Nation Final Agreement.

"Final Agreement" means with respect to:

- (a) the Carcross/Tagish First Nation, the Carcross/Tagish First Nation Final Agreement among Canada, the Yukon and the Carcross/Tagish First Nation brought into effect pursuant to Settlement Legislation;
- (b) the Kwanlin Dun First Nation, the Kwanlin Dun First Nation Final Agreement among Canada, the Yukon and the Kwanlin Dun First Nation brought into effect pursuant to Settlement Legislation; and
- (c) the Ta'an Kwach'an Council, the Ta'an Kwach'an Final Agreement among Canada, the Yukon and the Ta'an Kwach'an Council brought into effect pursuant to Settlement Legislation.

"Forest Resources" has the same meaning as in Chapter 17 - Forest Resources.

"Habitat Protection Area" means the Lewes Marsh Habitat Protection Area established by the Yukon pursuant to the Wildlife Act, R.S.Y. 2002, c. 229, in respect of a portion of the Area, in accordance with this schedule.

"Kwanlin Dun" has the same meaning as in the Kwanlin Dun First Nation Final Agreement once that agreement comes into effect and prior to that time, means the members of the Kwanlin Dun First Nation Band.

"Kwanlin Dun First Nation" means the Kwanlin Dun First Nation once its self-government agreement is brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1993, c. 35 and prior to that time means the Kwanlin Dun First Nation Band.

"Kwanlin Dun Firm" has the same meaning as in the Kwanlin Dun First Nation Final Agreement once that agreement comes into effect and prior to that time means an entity which complies with the legal requirements to carry on business in the Yukon and which is either:

- (a) a corporation of which more than 50 percent of the corporation's voting shares are beneficially owned by the Kwanlin Dun First Nation Band or its members;
- (b) a co-operative controlled by the Kwanlin Dun First Nation Band or its members;
- (c) a sole proprietorship operated by a member of the Kwanlin Dun First Nation Band;
- (d) a partnership in which at least 50 percent of the partners are the Kwanlin Dun First Nation Band or its members; or
- (e) any other entity more than 50 percent owned or controlled by the Kwanlin Dun First Nation or its members.

"Ta'an Kwach'an" and "Ta'an Kwach'an Firm" have the same meanings as in the Ta'an Kwach'an Council Final Agreement.

"YEC" means the Yukon Energy Corporation and its successors and assigns.

- 1.2 In this schedule, "mines and minerals" and the "right to work" the mines and minerals shall have their meanings according to Laws of General Application and not as defined in Chapter 1 - Definitions.

## **2.0 Objectives**

- 2.1 The objectives of this schedule are as follows:

- 2.1.1 to establish a habitat protection area in the Lewes Marsh area;
- 2.1.2 to conserve nationally and locally important Fish and Wildlife and Fish and Wildlife habitat in the Area for the benefit of all people;



- 2.1.3 to recognize the traditional use and sharing of the Area by the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council;
- 2.1.4 to recognize the current use of the Area by the Kwanlin Dun First Nation, Kwanlin Dun, the Carcross/Tagish First Nation, Carcross/Tagish People, the Ta'an Kwach'an Council, Ta'an Kwach'an and other Yukon residents;
- 2.1.5 to conserve the full diversity of Fish and Wildlife populations and their habitats from activities that could reduce the capability of the Area to support Fish and Wildlife;
- 2.1.6 to recognize and honour the history, heritage and culture of the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council in the Area through the establishment and operation of the Habitat Protection Area;
- 2.1.7 to encourage public awareness, appreciation and enjoyment of the natural resources of the Habitat Protection Area;
- 2.1.8 to recognise the Area as a multi-use area including uses for recreation and for the storage, use and management of water for hydro electric production for the benefit of all Yukon people;
- 2.1.9 to provide a process to develop a management plan for the Habitat Protection Area;
- 2.1.10 to provide economic opportunities to Kwanlin Dun, Carcross/Tagish People and Ta'an Kwach'an to participate in the development, operation and management of the Habitat Protection Area in the manner set out in this schedule.

### **3.0 Establishment**

- 3.1 As soon as practicable after the Effective Date, if Canada has not already done so, Canada shall transfer to the Commissioner of the Yukon the administration and control of the Crown Land within the Area, excluding the mines and minerals and the right to work the mines and minerals, in, on or under the Crown Land.

3.2 Except as provided in 3.3, as soon as practicable after the Effective Date and following the transfer referred to in 3.1, the Yukon shall designate the Area as a habitat protection area pursuant to the Wildlife Act, R.S.Y. 2002, c. 229, to be known as the Lewes Marsh Habitat Protection Area.

3.3 The Habitat Protection Area shall not include:

3.3.1 the mines and minerals, in, on or under the Area and the right to work the mines and minerals;

3.3.2 the land shown as:

KDFN R-60A;  
KDFN R-78B;  
KDFN S-164B/D;  
KDFN S-42B/D;  
KDFN R-77B;  
KDFN S-179B;  
KDFN S-176B;  
KDFN R-7A,

on Map Sheet Lewes Marsh Habitat Protection Area in Appendix B - Maps, which forms a separate volume to this Agreement;

3.3.3 the land shown as:

CTFN S-86B;  
CTFN R-13A,

on Map Sheet Lewes Marsh Habitat Protection Area in Appendix B - Maps, which forms a separate volume to this Agreement;

3.3.4 any land which is Settlement Land of a Yukon First Nation as of the Effective Date;

3.3.5 any land in respect of which a title is registered in the Land Titles Office as of the Effective Date to a Person who is not a party to this Agreement;

3.3.6 any Crown Land that is subject to an agreement for sale or a lease containing an option to purchase, issued by Government on or before the Effective Date.

- 3.4 The designation as a protected habitat area shall not be removed from any part of the Habitat Protection Area without the agreement of the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada.
- 3.5 Subject to 3.8 and 3.9, Government shall, no later than the Effective Date:
- 3.5.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13;
  - 3.5.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17.
- 3.6 Subject to 3.8 and 3.9, the Yukon shall, no later than the Effective Date, withdraw the Area from disposition under the Oil and Gas Act, R.S.Y. 2002, c. 162.
- 3.7 Subject to 3.8 and 3.9, no one may explore for coal in, on or under the Area.
- 3.8 For greater certainty, the provisions of 3.5, 3.6 and 3.7 shall not apply in respect of:
- 3.8.1 mineral claims and leases recorded or continued under the Quartz Mining Act, S.Y. 2003, c. 14 and placer mining claims and leases to prospect recorded or continued under the Placer Mining Act, S.Y. 2003, c. 13, existing on the Effective Date;
  - 3.8.2 oil and gas dispositions under the Oil and Gas Act, R.S.Y. 2002, c. 162 existing on the Effective Date, which for greater certainty, include federal dispositions;
  - 3.8.3 rights granted or continued under section 6 of the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17, existing on the Effective Date; and
  - 3.8.4 any successor or replacement rights and any new leases, licenses, permits or other rights which may be granted in respect of an interest described in 3.8.1, 3.8.2 or 3.8.3.



- 3.9 The provisions of 3.5, 3.6 and 3.7 shall not prohibit the granting of rights to mines and minerals underlying the Area which may be accessed directionally from a location outside the Area, and the right to work such mines and minerals, provided that the granting of such rights and the working of those rights do not require access to the surface of the Area or would result in a reasonable likelihood of disturbing the surface of the Area.

#### **4.0 Steering Committee**

- 4.1 A steering committee (the "Steering Committee") shall be established as soon as practicable after the Effective Date to prepare and recommend a management plan for the Habitat Protection Area.
- 4.2 The Steering Committee shall be comprised of three, four or six members designated as follows:
- 4.2.1 Government shall request that each of the Carcross/Tagish First Nation, the Kwanlin Dun First Nation and the Ta'an Kwach'an Council designate one member;
  - 4.2.2 if three members are designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of six members and Government shall designate three members of whom one shall be designated by Canada and two shall be designated by the Yukon;
  - 4.2.3 if only two members are designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of four members and Government shall designate two members of whom one shall be designated by Canada and one shall be designated by the Yukon;
  - 4.2.4 if only one member is designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of three members and Government shall designate two members of whom one shall be designated by Canada and one shall be designated by the Yukon.
- 4.3 Members of the Steering Committee shall have knowledge and expertise with respect to management of habitat protection areas and shall be delegates of the parties who designated them.

- 4.4 The Steering Committee may make its own operating procedures and shall, to the greatest extent possible, work on a consensus basis.

## **5.0 Management Plan**

- 5.1 The Steering Committee shall endeavour to recommend a management plan to the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada within 24 months of the establishment of the Steering Committee.
- 5.2 The management plan shall be consistent with the objectives set out in 2.1.2 to 2.1.10 of this schedule and with the Wildlife Act, R.S.Y. 2002, c. 229.
- 5.3 The Steering Committee shall consider and the management plan may address all matters pertaining to the management of the Habitat Protection Area including:
- 5.3.1 Fish and Wildlife management and protection;
  - 5.3.2 habitat management and protection;
  - 5.3.3 land use;
  - 5.3.4 recreational use;
  - 5.3.5 access to and use of the Habitat Protection Area for commercial purposes;
  - 5.3.6 scientific research;
  - 5.3.7 traditional knowledge, customs and cultures of Kwanlin Dun, Carcross/Tagish People and Ta'an Kwach'an in connection with the Area;
  - 5.3.8 the role and views of the elders of each of the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council in the development of the management plan;
  - 5.3.9 the traditional use of the Area by the Kwanlin Dun First Nation, Kwanlin Dun, the Carcross/Tagish First Nation, Carcross/Tagish People, the Ta'an Kwach'an Council and Ta'an Kwach'an;

- 5.3.10 the current use of the Area by the Kwanlin Dun First Nation, Kwanlin Dun, the Carcross/Tagish First Nation, Carcross/Tagish People, the Ta'an Kwach'an Council, Ta'an Kwach'an and other Yukon residents;
- 5.3.11 measures to enhance public awareness and appreciation of the Habitat Protection Area;
- 5.3.12 whether other designations for the Area would better address the objectives set out at 2.1.2 to 2.1.8 inclusive of this schedule; and
- 5.3.13 such other matters as may be proposed by Government, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council if agreed to by those who have designated members to the Steering Committee.
- 5.4 The preparation of the management plan shall include a process for public consultation.
- 5.5 Prior to approval of the management plan, the Steering Committee may refer the management plan to such of the Ibx Renewable Resources Council, the Carcross/Tagish Renewable Resources Council and the Laberge Renewable Resources Council as may exist at that time, for their review and recommendations.
- 5.6 In preparing a management plan to recommend pursuant to 5.1, if the members of the Steering Committee are unable to reach a consensus as to the matters to be included in a management plan, any member of the Steering Committee may, upon direction from the body that designated them, refer the matter to dispute resolution under 26.4.0.
- 5.7 The Steering Committee shall forward a proposed management plan to the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada indicating what matters, if any, remain outstanding.
- 6.0 Approval of the Management Plan**
- 6.1 Within 90 days of receipt of the management plan from the Steering Committee, the Yukon shall request each of Canada, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council to participate in a joint review of:



- 6.1.1 any recommendations made pursuant to 5.3.12 with a view to reaching a consensus on whether to act upon any such recommendations; and
- 6.1.2 all other provisions set out in the management plan from the Steering Committee, and any outstanding matters.
- 6.2 If the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council does not participate in the review under 6.1, within 90 days of being requested by Government to do so, the review may proceed without their participation.
- 6.3 The parties participating in the review under 6.1.2 shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 6.4 If the parties participating in the review fail to reach a consensus under 6.3, the Minister may accept, vary or set aside the provisions set out in the management plan from the Steering Committee.
- 6.5 The decision of the Minister under 6.4 as to the provisions to be included in the management plan shall be forwarded in writing to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada.

## **7.0 Implementation of the Approved Management Plan**

- 7.1 The Yukon shall manage the Habitat Protection Area in accordance with the Approved Management Plan and the Wildlife Act, R.S.Y. 2002, c. 229.
  - 7.1.1 If the designation for the Area is changed as a result of a consensus reached under 6.1.1, this schedule shall be amended to reflect the new designation.
- 7.2 Prior to the implementation of the Approved Management Plan, the Yukon shall manage the Habitat Protection Area in accordance with the Wildlife Act, R.S.Y. 2002, c. 229 and to the extent practicable, in a manner consistent with the objectives set out at 2.1.2 to 2.1.10 inclusive of this schedule.
- 7.3 Upon the cross-hatched portion of the land shown as KDFN R-7A on Map Sheet Lewes Marsh Habitat Protection Area in Appendix B - Maps, which forms a separate volume to this Agreement, becoming Settlement Land of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall manage that land:

- 7.3.1 prior to the implementation of the Approved Management Plan, to the extent practicable, in a manner consistent with the objectives set out at 2.1.2 to 2.1.8 inclusive of this schedule; or
  - 7.3.2 following the implementation of the Approved Management Plan, in a manner consistent therewith and any uses thereof authorized by the Kwanlin Dun First Nation shall be compatible with the uses which may be made of the Habitat Protection Area.
- 7.4 Upon the cross-hatched portion of the land shown as CTFN R-13A on Map Sheet Lewes Marsh Habitat Protection Area in Appendix B - Maps, which forms a separate volume to this Agreement, becoming Settlement Land of the Carcross/Tagish First Nation, the Carcross/Tagish First Nation shall manage that land:
  - 7.4.1 prior to the implementation of the Approved Management Plan, to the extent practicable, in a manner consistent with the objectives set out at 2.1.2 to 2.1.8 inclusive of this schedule; or
  - 7.4.2 following the implementation of the Approved Management Plan, in a manner consistent therewith and any uses thereof authorized by the Carcross/Tagish First Nation shall be compatible with the uses which may be made of the Habitat Protection Area.
- 7.5 Government shall manage the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application.
- 7.6 In managing the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application, Government shall, to the extent practicable, take into account the objectives set out in 2.1.2 to 2.1.10 inclusive of this schedule.
- 7.7 Prior to the land described in 7.3 and 7.4 of this schedule becoming Settlement Land of the Kwanlin Dun First Nation or the Carcross/Tagish First Nation, the Yukon shall manage that land:
  - 7.7.1 prior to the implementation of the Approved Management Plan, to the extent practicable, in a manner consistent with the objectives set out at 2.1.2 to 2.1.8 inclusive of this schedule; or

- 7.7.2 following the implementation of the Approved Management Plan, in a manner consistent therewith and any uses thereof authorized by the Yukon shall be compatible with the uses which may be made of the Habitat Protection Area.

## **8.0 Review and Amendment of the Approved Management Plan**

- 8.1 Unless otherwise agreed, the Yukon shall request each of Canada, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council to participate in a joint review of the Approved Management Plan no later than five years after its initial approval and at least every 10 years thereafter.
- 8.2 If the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council declines to participate in the review under 8.1, within 90 days of being requested by the Yukon to do so, the review may proceed without their participation.
- 8.3 Review of the Approved Management Plan under 8.1 shall include a process for public consultation.
- 8.4 The parties participating in the review under 8.1 shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.
- 8.5 The Minister shall determine what action, if any, shall result from the review of the Approved Management Plan and shall advise the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada of the decision in writing.
- 8.6 Amendments to the Approved Management Plan, other than through the review process set out in 8.1 to 8.5, may only be made by the Yukon, and shall follow a process based on the principles of 8.1, 8.2, 8.4 and 8.5.

## **9.0 Fish and Wildlife**

- 9.1 For greater certainty, and subject to any sharing accords or intergovernmental agreements which may be in effect among any of the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council from time to time:



- 9.1.1 Kwanlin Dun have the right to harvest Fish and Wildlife within their Traditional Territory within the Habitat Protection Area;
- 9.1.2 Carcross/Tagish People have the right to harvest Fish and Wildlife within their Traditional Territory within the Habitat Protection Area;
- 9.1.3 Ta'an Kwach'an have the right to harvest Fish and Wildlife within their Traditional Territory,

each in accordance with Chapter 16 - Fish and Wildlife of their respective Final Agreement.

## **10.0 Forest Resources**

- 10.1 The right of Carcross/Tagish People, Kwanlin Dun and Ta'an Kwach'an to harvest Forest Resources within the Habitat Protection Area shall be pursuant to Chapter 17 - Forest Resources of their respective Final Agreement, but the rights pursuant to 17.3.1.2 thereof shall be subject to the provisions of the Approved Management Plan.

## **11.0 Heritage**

- 11.1 Applicable First Nation languages shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of Carcross/Tagish People, Kwanlin Dun and Ta'an Kwach'an that may be erected in, or related to, the Habitat Protection Area.
- 11.2 When considering the naming or renaming of places or features in the Habitat Protection Area, the responsible agency shall Consult with the Carcross/Tagish First Nation, the Kwanlin Dun First Nation and the Ta'an Kwach'an Council.
- 11.3 Nothing in this schedule or the Approved Management Plan shall affect the ownership of Heritage Resources as provided in 13.3.0 of the respective Final Agreement of the Carcross/Tagish First Nation, the Kwanlin Dun First Nation and the Ta'an Kwach'an Council.

## **12.0 Economic Opportunities**

- 12.1 Government shall provide written notice to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council of any public tender for contracts associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.
- 12.2 Government shall include the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council in any invitational tender for contracts associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.
- 12.3 The Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area upon the same terms and conditions as would be offered to others. A first opportunity shall be offered in the following manner:
- 12.3.1 Government shall give notice in writing to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council specifying the terms and conditions of any such contract;
  - 12.3.2 the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council may exercise the first opportunity referred to in 12.3 by each of them advising Government in writing, within 60 days of receipt of the notice referred to in 12.3.1, specifying the entity which will be accepting such contract;
  - 12.3.3 if the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council fail to advise Government within the time and in the manner specified in 12.3.2, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remaining First Nations pursuant to 12.3.2;
  - 12.3.4 if the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council do not specify the same entity which will be accepting the contract, then:

- 12.3.4.1 if one of the First Nations does not have in effect a Final Agreement which includes this schedule, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the other First Nations; or
  - 12.3.4.2 if all three of the First Nations have in effect a Final Agreement which includes this schedule, all three First Nations shall be deemed to have given notice that they decline the first opportunity to accept the contract.
- 12.4 Any failure to provide written notice pursuant to 12.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 12.5 Any failure to include the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council in any invitational tender for contracts pursuant to 12.2 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 12.6 Any failure to provide a first opportunity pursuant to 12.3 shall not affect any contract entered into associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.
- 12.7 Government shall include in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area, criteria for:
- 12.7.1 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms;
  - 12.7.2 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms; and
  - 12.7.3 employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms.
- 12.8 In evaluating the criteria in 12.7, Government is not required to assign equal value or weight to the employment of Carcross/Tagish People, Kwanlin Dun and Ta'an Kwach'an or to the engagement of Carcross/Tagish Firms, Kwanlin Dun Firms or Ta'an Kwach'an Firms and nothing in 12.7 shall be construed to mean that a criterion for employment of Kwanlin Dun, Carcross/Tagish People or Ta'an Kwach'an or engagement of Kwanlin Dun Firms, Carcross/Tagish Firms or Ta'an Kwach'an Firms shall be the determining criterion in awarding any contract.



- 12.9 A failure to include a criterion for employment of Kwanlin Dun, Carcross/Tagish People or Ta'an Kwach'an or engagement of Kwanlin Dun Firms, Carcross/Tagish Firms or Ta'an Kwach'an Firms pursuant to 12.7 shall not affect any contract entered into associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.

### **13.0 Development Assessment and Land Use Planning**

- 13.1 In carrying out their functions under Chapter 12 - Development Assessment, the Yukon Development Assessment Board and a Designated Office shall consider the Approved Management Plan.
- 13.2 In developing a land use plan which includes all or part of the Habitat Protection Area, a Regional Land Use Planning Commission shall consider the Approved Management Plan.

### **14.0 Hydro-Electric Production**

- 14.1 The establishment of the Habitat Protection Area is not intended to create a priority among the interests or uses referenced in the objectives set out in 2.0.
- 14.2 The establishment of the Habitat Protection Area and the development of an Approved Management Plan, and any amendment thereto, shall not affect the jurisdiction of the Board.
- 14.3 Notwithstanding this schedule, management of the Habitat Protection Area shall not affect the rights, privileges and obligations of YEC with respect to the storage, use and management of the water in the Area for hydro electric production pursuant to:
- 14.3.1 Water Licence HY99-010;
  - 14.3.2 the Northern Canada Power Commission Yukon Assets Disposal Authorization Act, S.C. 1987, c. 9 and agreement related thereto; and
  - 14.3.3 any future licenses and authorizations issued to YEC in relation to waters in the Area, including a right to flood to the extent necessary and authorized by the Board.



## **CHAPTER 11 - LAND USE PLANNING**

### **11.1.0 Objectives**

11.1.1 The objectives of this chapter are as follows:

- 11.1.1.1 to encourage the development of a common Yukon land use planning process outside community boundaries;
- 11.1.1.2 to minimize actual or potential land use conflicts both within Settlement Land and Non-Settlement Land and between Settlement Land and Non-Settlement Land;
- 11.1.1.3 to recognize and promote the cultural values of Yukon Indian People;
- 11.1.1.4 to utilize the knowledge and experience of Yukon Indian People in order to achieve effective land use planning;
- 11.1.1.5 to recognize Yukon First Nations' responsibilities pursuant to Settlement Agreements for the use and management of Settlement Land; and
- 11.1.1.6 to ensure that social, cultural, economic and environmental policies are applied to the management, protection and use of land, water and resources in an integrated and coordinated manner so as to ensure Sustainable Development.

### **11.2.0 Land Use Planning Process**

11.2.1 Any regional land use planning process in the Yukon shall:

- 11.2.1.1 subject to 11.2.2, apply to both Settlement and Non-Settlement Land throughout the Yukon;
- 11.2.1.2 be linked to all other land and water planning and management processes established by Government and Yukon First Nations minimizing where practicable any overlap or redundancy between the land use planning process and those other processes;
- 11.2.1.3 provide for monitoring of compliance with approved regional land use plans;
- 11.2.1.4 provide for periodic review of regional land use plans;
- 11.2.1.5 provide for procedures to amend regional land use plans;



- 11.2.1.6 provide for non-conforming uses and variance from approved regional land use plans in accordance with 12.17.0;
- 11.2.1.7 establish time limits for the carrying out of each stage of the process;
- 11.2.1.8 provide for public participation in the development of land use plans;
- 11.2.1.9 allow for the development of sub-regional and district land use plans;
- 11.2.1.10 provide for planning regions which, to the extent practicable, shall conform to the boundaries of Traditional Territories;
- 11.2.1.11 provide, to the extent practicable, for decisions of the Yukon Land Use Planning Council and the Regional Land Use Planning Commissions to be made by consensus; and
- 11.2.1.12 apply to the process of establishing or extending National Parks and national historic parks and commemorating new national historic sites.

**11.2.2 This chapter shall not apply to:**

- 11.2.2.1 national park reserves established or national historic sites commemorated prior to Settlement Legislation, National Parks or national historic parks once established, or national historic sites once commemorated;
- 11.2.2.2 subdivision planning or local area planning outside of a Community Boundary; or
- 11.2.2.3 subject to 11.2.3, land within a Community Boundary.

**11.2.3 In the event a Community Boundary is altered so as to include within a Community Boundary any land subject to an approved regional land use plan, the regional land use plan shall continue to apply to such land until such time as a community plan is approved for such land.**

**11.3.0 Yukon Land Use Planning Council**

- 11.3.1 The Land Use Planning Policy Advisory Committee established by the "Agreement on Land Use Planning in Yukon", dated October 22, 1987, shall be terminated as of the effective date of Settlement Legislation and replaced by the Yukon Land Use Planning Council on the same date.
- 11.3.2 The Yukon Land Use Planning Council shall be made up of one nominee of the Council for Yukon Indians and two nominees of Government. The Minister shall appoint the nominees.

- 11.3.3 The Yukon Land Use Planning Council shall make recommendations to Government and each affected Yukon First Nation on the following:
- 11.3.3.1 land use planning, including policies, goals and priorities, in the Yukon;
  - 11.3.3.2 the identification of planning regions and priorities for the preparation of regional land use plans;
  - 11.3.3.3 the general terms of reference, including timeframes, for each Regional Land Use Planning Commission;
  - 11.3.3.4 the boundary of each planning region; and
  - 11.3.3.5 such other matters as Government and each affected Yukon First Nation may agree.
- 11.3.4 The Yukon Land Use Planning Council may establish a secretariat to assist the Yukon Land Use Planning Council and Regional Land Use Planning Commissions in carrying out their functions under this chapter.
- 11.3.5 The Yukon Land Use Planning Council shall convene an annual meeting with the chairpersons of all Regional Land Use Planning Commissions to discuss land use planning in the Yukon.

#### **11.4.0 Regional Land Use Planning Commissions**

- 11.4.1 Government and any affected Yukon First Nation may agree to establish a Regional Land Use Planning Commission to develop a regional land use plan.

##### **Specific Provision**

- 11.4.1.1 Within a planning region identified pursuant to this chapter, a Regional Land Use Planning Commission may develop a regional land use plan in phases based on geographic sub-regions or districts of a planning region, provided that such plan is consistent with any general terms of reference applicable to a Regional Land Use Planning Commission.

- 11.4.2 Settlement Agreements shall provide for regionally based Regional Land Use Planning Commissions with one third representation by nominees of Yukon First Nations, one third representation by nominees of Government, and one third representation based on the demographic ratio of Yukon Indian People to the total population in a planning region.

## Specific Provision

- 11.4.2.1 Any Regional Land Use Planning Commission established for a planning region which includes any part of the Traditional Territory of the Kwanlin Dun First Nation shall be composed of one-third nominees of the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, one-third nominees of Government, and one-third nominees appointed in accordance with 11.4.2.2.
- 11.4.2.2 Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall agree on who may nominate each of the last one-third of the nominees to the Regional Land Use Planning Commission referred to in 11.4.2.1 based upon the demographic ratio of Yukon Indian People to the total population in the planning region.
- 11.4.2.3 The Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the proposed Yukon First Nation nominees to the Regional Land Use Planning Commission, prior to entering the process in 11.4.2.5 and 11.4.2.6.
- 11.4.2.4 Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Kwanlin Dun First Nation or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.
- 11.4.2.5 Prior to any appointments being made to a Regional Land Use Planning Commission, Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, shall make reasonable attempts to reach a consensus as to the individuals which each nominates to the Regional Land Use Planning Commission.
- 11.4.2.6 In attempting to reach consensus under 11.4.2.5, Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in a planning region, shall consider:
- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in a planning region;



- (b) any prospective nominee's familiarity with land use planning issues;
- (c) the compatibility of proposed nominees; and
- (d) any other matters to which Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, agree.

11.4.2.7 If, after having made the reasonable attempts required by 11.4.2.5, Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, are unable to reach a consensus, either may give written notice to the others setting out the names of the individuals which it intends to nominate to the Regional Land Use Planning Commission, and 14 days thereafter, may so nominate those individuals.

11.4.3 The majority of nominees of Yukon First Nations and the majority of nominees of Government on a Regional Land Use Planning Commission shall be Yukon residents with a long term familiarity with the region or regions being planned.

11.4.4 Each Regional Land Use Planning Commission shall prepare and recommend to Government and the affected Yukon First Nation a regional land use plan within a timeframe established by Government and each affected Yukon First Nation.

11.4.5 In developing a regional land use plan, a Regional Land Use Planning Commission:

11.4.5.1 within its approved budget, may engage and contract technical or special experts for assistance and may establish a secretariat to assist it in carrying out its functions under this chapter;

11.4.5.2 may provide precise terms of reference and detailed instructions necessary for identifying regional land use planning issues, for conducting data collection, for performing analyses, for the production of maps and other materials, and for preparing the draft and final land use plan documents;

11.4.5.3 shall ensure adequate opportunity for public participation;

11.4.5.4 shall recommend measures to minimize actual and potential land use conflicts throughout the planning region;

- 11.4.5.5 shall use the knowledge and traditional experience of Yukon Indian People, and the knowledge and experience of other residents of the planning region;
- 11.4.5.6 shall take into account oral forms of communication and traditional land management practices of Yukon Indian People;
- 11.4.5.7 shall promote the well-being of Yukon Indian People, other residents of the planning region, the communities, and the Yukon as a whole, while having regard to the interests of other Canadians;
- 11.4.5.8 shall take into account that the management of land, water and resources, including Fish, Wildlife and their habitats, is to be integrated;
- 11.4.5.9 shall promote Sustainable Development; and
- 11.4.5.10 may monitor the implementation of the approved regional land use plan, in order to monitor compliance with the plan and to assess the need for amendment of the plan.

#### **11.5.0 Regional Land Use Plans**

- 11.5.1 Regional land use plans shall include recommendations for the use of land, water and other renewable and non-renewable resources in the planning region in a manner determined by the Regional Land Use Planning Commission.

#### **11.6.0 Approval Process for Land Use Plans**

- 11.6.1 A Regional Land Use Planning Commission shall forward its recommended regional land use plan to Government and each affected Yukon First Nation.
- 11.6.2 Government, after Consultation with any affected Yukon First Nation and any affected Yukon community, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying on Non-Settlement Land.
- 11.6.3 If Government rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:
  - 11.6.3.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to Government, with written reasons; and

- 11.6.3.2 Government shall then approve, reject or modify that part of the plan recommended under 11.6.3.1 applying on Non-Settlement Land, after Consultation with any affected Yukon First Nation and any affected Yukon community.
- 11.6.4 Each affected Yukon First Nation, after Consultation with Government, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying to the Settlement Land of that Yukon First Nation.
- 11.6.5 If an affected Yukon First Nation rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:
- 11.6.5.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to that affected Yukon First Nation, with written reasons; and
- 11.6.5.2 the affected Yukon First Nation shall then approve, reject or modify the plan recommended under 11.6.5.1, after Consultation with Government.

## **11.7.0 Implementation**

- 11.7.1 Subject to 12.17.0, Government shall exercise any discretion it has in granting an interest in, or authorizing the use of, land, water or other resources in conformity with the part of a regional land use plan approved by Government under 11.6.2 or 11.6.3.
- 11.7.2 Subject to 12.17.0, a Yukon First Nation shall exercise any discretion it has in granting an interest in, or authorizing the use of, land, water or other resources in conformity with the part of a regional land use plan approved by that Yukon First Nation under 11.6.4 or 11.6.5.
- 11.7.3 Nothing in 11.7.1 shall be construed to require Government to enact or amend Legislation to implement a land use plan or to grant an interest in, or authorize the use of, land, water or other resources.
- 11.7.4 Nothing in 11.7.2 shall be construed to require a Yukon First Nation to enact or amend laws passed pursuant to self-government Legislation to implement a land use plan or to grant an interest in, or authorize the use of, land, water or other resources.



## **11.8.0 Sub-Regional and District Land Use Plans**

- 11.8.1 Sub-regional and district land use plans developed in a region which has an approved regional land use plan shall conform to the approved regional land use plan.
- 11.8.2 The provisions of an approved regional land use plan shall prevail over any existing sub-regional or district land use plan to the extent of any inconsistency.
- 11.8.3 Subject to 11.8.4 and 11.8.5, a Yukon First Nation may develop a sub-regional or district land use plan for Settlement Land and Government may develop a sub-regional or district land use plan for Non-Settlement Land.

### **Specific Provision**

- 11.8.3.1 Upon written request, Government and the Kwanlin Dun First Nation shall meet once a year to discuss Government and Kwanlin Dun First Nation land use planning initiatives, priorities and opportunities for joint sub-regional or district land use planning in the Traditional Territory of the Kwanlin Dun First Nation.

- 11.8.4 If Government and a Yukon First Nation agree to develop a sub-regional or district land use plan jointly, the plan shall be developed in accordance with the provisions of this chapter.

### **Specific Provision**

- 11.8.4.1 Where Government proposes to develop a sub-regional or district land use plan for a sub-region or district within the Traditional Territory of the Kwanlin Dun First Nation, Government shall, subject to 11.8.4.2, 11.8.4.3 and 11.8.4.6, develop that plan jointly with the Kwanlin Dun First Nation.
- 11.8.4.2 Where Government believes that reasonable grounds exist to not develop a proposed sub-regional or district land use plan jointly with the Kwanlin Dun First Nation, Government may, subject to 11.8.4.3, develop the proposed plan on its own.

- 11.8.4.3 Prior to developing a proposed sub-regional or district land use plan on its own pursuant to 11.8.4.2, Government shall meet with the Kwanlin Dun First Nation to discuss the circumstances underlying its belief that reasonable grounds exist for not developing a plan jointly with a view to resolving those circumstances in order that a plan can be developed jointly.
- 11.8.4.4 At least 30 days prior to commencing development of a proposed sub-regional or district land use plan, Government shall provide written notice to the Kwanlin Dun First Nation of either its intent to develop the proposed plan jointly with the Kwanlin Dun First Nation or its decision to develop the proposed plan on its own.
- 11.8.4.5 Within 14 days of receipt of a notice under 11.8.4.4 from Government that it intends to develop a proposed sub-regional or district land use plan jointly, the Kwanlin Dun First Nation shall provide written notice to Government of whether it wishes to participate in the development of a joint plan.
- 11.8.4.6 Where the Kwanlin Dun First Nation provides written notice to Government that it does not wish to develop a proposed sub-regional or district land use plan jointly or fails to provide any notice to Government within the time specified in 11.8.4.5, Government may develop the proposed plan on its own.
- 11.8.4.7 For greater certainty, Government may also develop a proposed sub-regional or district land use plan on its own when circumstances identified pursuant to 11.8.4.3, have not been addressed.
- 11.8.4.8 Where Government decides in accordance with the provisions of 11.8.4.2 to develop a sub-regional or district land use plan on its own, the notice required pursuant to 11.8.4.4 shall include the following:
- (a) the proposed sub-region or district of the Traditional Territory of the Kwanlin Dun First Nation to be planned;
  - (b) the nature of the planning in the proposed sub-region or district of the Traditional Territory of the Kwanlin Dun First Nation; and
  - (c) any other matter considered relevant by the party carrying out the planning.

- 11.8.4.9 Subsequent to provision of a notice under 11.8.4.4 and commencement of the sub-regional or district land use planning, Government shall, within 30 days of receipt of a written request by the Kwanlin Dun First Nation, provide the following information if such information is available at the time of the request:
- (a) the planning terms of reference;
  - (b) the preliminary sub-regional or district land use plan;
  - (c) the final approved sub-regional or district land use plan; and
  - (d) the implementation of the sub-regional or district land use plan.
- 11.8.4.10 For greater certainty, if Government and the Kwanlin Dun First Nation agree to develop a sub-regional or district land use plan jointly, that plan shall be developed by a Regional Land Use Planning Commission established pursuant to 11.4.0, or a body similar in composition, and that plan shall be approved in accordance with the process set out in 11.6.0.
- 11.8.4.11 Where Government and the Kwanlin Dun First Nation agree to develop a sub-regional or district land use plan jointly, the need to involve other affected Yukon First Nations in the planning process shall be addressed.

- 11.8.5 If Government and a Yukon First Nation do not agree to develop a sub-regional or district land use plan jointly, only 11.8.1 and 11.8.2 of this chapter shall apply to the development of the plan.

## **11.9.0 Funding**

- 11.9.1 Each Regional Land Use Planning Commission, after Consultation with each affected Yukon First Nation, shall prepare a budget for the preparation of the regional land use plan and for carrying out its functions under this chapter and shall submit that budget to the Yukon Land Use Planning Council.
- 11.9.2 The Yukon Land Use Planning Council shall, on an annual basis, review all budgets submitted under 11.9.1 and, after Consultation with each affected Regional Land Use Planning Commission, propose a budget to Government for the development of regional land use plans in the Yukon and for its own administrative expenses.



- 11.9.3 Government shall review the budget submitted under 11.9.2 and shall pay those expenses which it approves.
- 11.9.4 If Government initiates the development of a sub-regional or district land use plan by a planning body, the planning body established to prepare that plan shall prepare a budget for the preparation of the plan which shall be subject to review by Government, and Government shall pay those expenses which it approves.



## **CHAPTER 12 - DEVELOPMENT ASSESSMENT**

### **12.1.0 Objective**

12.1.1 The objective of this chapter is to provide for a development assessment process that:

- 12.1.1.1 recognizes and enhances, to the extent practicable, the traditional economy of Yukon Indian People and their special relationship with the wilderness Environment;
- 12.1.1.2 provides for guaranteed participation by Yukon Indian People and utilizes the knowledge and experience of Yukon Indian People in the development assessment process;
- 12.1.1.3 protects and promotes the well-being of Yukon Indian People and of their communities and of other Yukon residents and the interests of other Canadians;
- 12.1.1.4 protects and maintains environmental quality and ensures that Projects are undertaken consistent with the principle of Sustainable Development;
- 12.1.1.5 protects and maintains Heritage Resources;
- 12.1.1.6 provides for a comprehensive and timely review of the environmental and socio-economic effects of any Project before the approval of the Project;
- 12.1.1.7 avoids duplication in the review process for Projects and, to the greatest extent practicable, provides certainty to all affected parties and Project proponents with respect to procedures, information requirements, time requirements and costs; and
- 12.1.1.8 requires Project proponents to consider the environmental and socio-economic effects of Projects and Project alternatives and to incorporate appropriate mitigative measures in the design of Projects.

### **12.2.0 Definitions**

In this chapter, the following definitions shall apply.

"Designated Office" means a community or regional office of Government, an office of a Yukon First Nation or another office identified pursuant to the Development Assessment Legislation in accordance with Yukon First Nation Final Agreements and for the purposes set out in 12.6.0.



"Development Assessment Legislation" means Legislation enacted to implement the development assessment process set out in this chapter.

"Environment" means the components of the Earth and includes:

- (a) air, land and water;
- (b) all layers of the atmosphere;
- (c) all organic and inorganic matter and living organisms; and
- (d) the interacting natural systems that include components referred to in (a), (b) and (c).

"Existing Project" means an enterprise or activity or class of enterprises or activities which has been undertaken or completed in the Yukon which is not exempt from screening and review.

"Independent Regulatory Agency" means an agency established by Government that is identified in the Development Assessment Legislation which issues a licence, permit or other authorization, the terms and conditions of which are not subject to variation by Government.

"Plan" means a plan, program, policy or a proposal that is not a Project.

"Project" means an enterprise or activity or class of enterprises or activities to be undertaken in the Yukon which is not exempt from screening and review.

"YDAB" means the Yukon Development Assessment Board established pursuant to Development Assessment Legislation.

### **12.3.0 Development Assessment Legislation**

- 12.3.1 Government shall implement a development assessment process consistent with this chapter by Legislation.
- 12.3.2 The parties to the Umbrella Final Agreement shall negotiate guidelines for drafting Development Assessment Legislation and these drafting guidelines shall be consistent with the provisions of this chapter.
- 12.3.3 Failing agreement on guidelines, Government shall Consult with the Council for Yukon Indians and with Yukon First Nations during the drafting of the Development Assessment Legislation.

- 12.3.4 Government shall recommend to Parliament or the Legislative Assembly, as the case may be, the Development Assessment Legislation consistent with this chapter as soon as practicable and in any event no later than two years after the effective date of Settlement Legislation.
- 12.3.5 Canada shall recommend to Parliament necessary amendments to existing Legislation including, but not limited to, the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4, Yukon Placer Mining Act, R.S.C. 1985, c. Y-3, Territorial Lands Act, R.S.C. 1985, c. T-7 and Northern Inland Waters Act, R.S.C. 1985, c. N-25, to ensure its conformity with the Development Assessment Legislation.
- 12.3.6 Prior to the enactment of Development Assessment Legislation, the parties to the Umbrella Final Agreement shall make best efforts to develop and incorporate in the implementation plan provided for in 12.19.1, interim measures for assessing a Project which shall be consistent with the spirit of this chapter and within the existing framework of Law and regulatory agencies.

#### **12.4.0 Scope**

- 12.4.1 Subject to this chapter, the following matters are subject to the development assessment process:
- 12.4.1.1 Projects and significant changes to Existing Projects; and
- 12.4.1.2 in accordance with 12.8.0,
- (a) a proposed enterprise or activity located outside the Yukon with significant adverse environmental or socio-economic effects in the Yukon,
  - (b) temporary shutdown, abandonment or decommissioning of an Existing Project,
  - (c) Plans,
  - (d) Existing Projects,
  - (e) development assessment research, or
  - (f) studies of environmental or socio-economic effects that are cumulative regionally or over time.
- 12.4.2 YDAB and each Designated Office shall consider the following matters when carrying out their functions:

- 12.4.2.1 the need to protect the special relationship between Yukon Indian People and the Yukon wilderness Environment;
- 12.4.2.2 the need to protect the cultures, traditions, health and lifestyles of Yukon Indian People and of other residents of the Yukon;
- 12.4.2.3 the need to protect the rights of Yukon Indian People pursuant to the provisions of Settlement Agreements;
- 12.4.2.4 the interests of Yukon residents and Canadians outside the Yukon;
- 12.4.2.5 alternatives to the Project or alternative ways of carrying out the Project that avoid or minimize significant adverse environmental or socio-economic effects;
- 12.4.2.6 measures for mitigation of and compensation for significant adverse environmental and socio-economic effects;
- 12.4.2.7 any significant adverse effect on Heritage Resources;
- 12.4.2.8 the need for a timely review of the Project;
- 12.4.2.9 the need to avoid duplication and, to the greatest extent practicable, provide certainty to all affected parties and Project proponents with respect to procedures, information requirements, time requirements, and costs; and
- 12.4.2.10 any other matters provided for in the Development Assessment Legislation.

## **12.5.0 Entry Point**

- 12.5.1 Development Assessment Legislation shall provide criteria for classification of Projects and Existing Projects for determining their entry point to the development assessment process and further criteria for identifying exemptions from the process.
- 12.5.2 The entry point shall be either a Designated Office or YDAB.

## **12.6.0 Designated Office**

- 12.6.1 In accordance with the Development Assessment Legislation, a Designated Office:
  - 12.6.1.1 shall screen and may review Projects;



- 12.6.1.2 shall establish information requirements for Project proponents;
  - 12.6.1.3 shall ensure that interested parties have the opportunity to participate in the assessment process;
  - 12.6.1.4 shall make written recommendations to a Decision Body that a Project that has not been referred to YDAB be allowed to proceed, be allowed to proceed subject to any terms and conditions, or not be allowed to proceed;
  - 12.6.1.5 may refer a Project to YDAB;
  - 12.6.1.6 may determine the type of screening or review of a Project by that Designated Office;
  - 12.6.1.7 may establish procedures pursuant to which a screening or review shall be conducted by that Designated Office;
  - 12.6.1.8 may make written recommendations to a Decision Body that a Project audit or monitoring of effects be undertaken; and
  - 12.6.1.9 may exercise any other powers and shall carry out any other duties provided for in the Development Assessment Legislation.
- 12.6.2 A Designated Office shall maintain a public registry in accordance with the Development Assessment Legislation.
  - 12.6.3 Subject to 12.13.4.2, upon receipt of a recommendation from a Designated Office, a Decision Body shall, in a Decision Document, accept, vary, or reject the recommendations of that Designated Office.

## **12.7.0 Yukon Development Assessment Board**

- 12.7.1 A Yukon Development Assessment Board shall be established pursuant to the Development Assessment Legislation.
- 12.7.2 YDAB shall be composed of an Executive Committee and an additional number of members determined in the Development Assessment Legislation.
- 12.7.3 The Executive Committee shall be composed of one member nominated by the Council for Yukon Indians, one member nominated by Government, and the chairperson of YDAB.
- 12.7.4 The Minister shall, after Consultation with the other members of the Executive Committee, appoint the chairperson of YDAB.

- 12.7.5 The Minister shall appoint the additional number of persons to YDAB, so that in total, excluding the chairperson, one half the members of YDAB are nominees of the Council for Yukon Indians and one half the members of YDAB are nominees of Government.

## **12.8.0 YDAB Powers and Responsibilities**

- 12.8.1 In accordance with the Development Assessment Legislation, YDAB:

- 12.8.1.1 shall establish rules for its procedures;
- 12.8.1.2 shall in accordance with 12.9.0 and 12.10.0 ensure that a mandatory screening or review of a Project and a screening or review of a Project referred to it pursuant to this chapter are conducted and that written recommendations are made to a Decision Body concerning any significant adverse environmental or socio-economic effects of the Project;
- 12.8.1.3 may make written recommendations to a Decision Body that Project audits or effects monitoring be undertaken;
- 12.8.1.4 shall upon request by Government, or with the consent of Government, upon request from a Yukon First Nation,
  - (a) conduct a review,
  - (b) review a temporary shut down, abandonment, decommissioning or significant change,
  - (c) conduct an audit, or
  - (d) monitor effects,of a Project or an Existing Project, as the case may be;
- 12.8.1.5 may review Plans which may have significant adverse environmental or socio-economic effects in the Yukon, upon request of Government or, with the consent of Government, upon request by a Yukon First Nation;
- 12.8.1.6 shall notify Designated Offices and other relevant review bodies and agencies of a Project and of any decision to conduct a review of the Project;
- 12.8.1.7 may in accordance with 12.9.0 and 12.10.0 hold joint reviews with other bodies;

- 12.8.1.8 may upon request by Government or, with the consent of Government, upon request by a Yukon First Nation, undertake studies of environmental or socio-economic effects that are cumulative regionally or over time, or undertake development assessment research;
- 12.8.1.9 may upon request by Government or, with the consent of Government, upon request by a Yukon First Nation, review an enterprise or activity located outside of the Yukon which has significant adverse environmental or socio-economic effects on the Yukon;
- 12.8.1.10 may agree to review upon request by a Yukon First Nation and at the expense of that Yukon First Nation, any activity set out in 12.8.1.5, 12.8.1.8, and 12.8.1.9, without the consent of Government; and
- 12.8.1.11 may exercise any other powers and shall carry out any other duties set out in the Development Assessment Legislation.
- 12.8.2 YDAB shall establish structures and procedures to carry out its administrative functions.
- 12.8.3 YDAB shall maintain a public registry in accordance with the Development Assessment Legislation.

## **12.9.0 Executive Committee Powers**

- 12.9.1 In accordance with the Development Assessment Legislation, the Executive Committee:
- 12.9.1.1 shall, before exercising any of its functions relating to the screening or review of a Project, satisfy itself that the Project proponent has,
- (a) Consulted with affected communities,
  - (b) taken into consideration the matters identified in 12.4.2, and
  - (c) adhered to the procedural rules established by YDAB;
- 12.9.1.2 subject to 12.9.2, shall determine that a Project will be reviewed by a panel of YDAB or shall recommend to a Decision Body in writing with reasons that a Project not be reviewed by a panel;
- 12.9.1.3 shall, where it has recommended that a Project not be reviewed by a panel, make written recommendations to the Decision Body that the Project be allowed to proceed, be allowed to proceed subject to any terms and conditions, or not be allowed to proceed;



- 12.9.1.4 shall, where a review of a Project is to be conducted by a panel, determine whether the significant adverse environmental or socio-economic effects of the Project will be,
  - (a) primarily on Settlement Land,
  - (b) primarily on Non-Settlement Land, or
  - (c) on both Settlement Land and Non-Settlement Land but not primarily on either Settlement Land or Non-Settlement Land;
- 12.9.1.5 where a review of a Project is to be conducted by a panel, establish terms of reference for the panel, and appoint a chairperson for the panel;
- 12.9.1.6 shall issue an annual report; and
- 12.9.1.7 may exercise any other power and shall carry out any other duty set out in the Development Assessment Legislation.
- 12.9.2 Subject to 12.9.4, the Executive Committee shall establish a panel to conduct a public review of a Project if:
  - 12.9.2.1 it determines that the Project may have significant adverse environmental or socio-economic effects in the Yukon or outside the Yukon;
  - 12.9.2.2 it determines that the Project causes or is likely to cause significant public concern in the Yukon;
  - 12.9.2.3 it determines that the Project involves technology which is controversial in the Yukon or for which the effects are unknown; or
  - 12.9.2.4 it determines that the Project, while not generating significant adverse environmental or socio-economic effects by itself, may contribute significantly to cumulative adverse environmental or socio-economic effects in the Yukon.
- 12.9.3 Subject to 12.9.4, the Executive Committee shall establish a panel to conduct:
  - 12.9.3.1 a public review of a Project, subject to 12.9.3.2, where a Decision Body rejects the Executive Committee's recommendation that the Project not be publicly reviewed by a panel; or
  - 12.9.3.2 a public review or other form of review as Government or a Yukon First Nation may require, where Government or a Yukon First Nation requests a review pursuant to 12.8.0.

- 12.9.4 The Development Assessment Legislation shall provide for the avoidance of duplication of any public review by a federal environmental assessment panel and YDAB, or by the Inuvialuit Environmental Impact Review Board and YDAB, either by requiring a public review only by one of those bodies or a public review by a joint body.
- 12.9.5 Where it is proposed by Government in accordance with 12.9.4 that a Project be reviewed publicly by a federal environmental assessment panel instead of by YDAB, consent of the affected Yukon First Nation shall be required before the federal environmental assessment panel is established.
- 12.9.6 If the consent pursuant to 12.9.5 is not provided within 30 days of a request from the Minister responsible for the federal environmental assessment panel, that Minister may require the Project be reviewed publicly by the federal environmental assessment panel instead of YDAB provided that:
- 12.9.6.1 that Minister shall appoint members to a panel in accordance with that Minister's practice and at least one quarter of the panel members shall be appointed from a list of nominees given to that Minister by the Council for Yukon Indians and at least one quarter from a list of nominees given to that Minister by the Yukon. Members of YDAB are eligible to be appointed to the panel; and
  - 12.9.6.2 the recommendations made by the panel to that Minister shall be deemed to be written recommendations of YDAB within the meaning of 12.12.0. Such recommendations shall be referred to the Decision Body, to be dealt with in accordance with 12.12.0, 12.13.0 and 12.14.0 as if they were recommendations of YDAB, except that 12.12.1.2 does not apply.

#### **12.10.0 Panels of YDAB**

- 12.10.1 Where the Executive Committee determines that the primary significant adverse environmental or socio-economic effects of a Project are on Settlement Land, two thirds of the members of a panel shall be members nominated to YDAB by the Council for Yukon Indians and one third of the members of the panel shall be members nominated to YDAB by Government.
- 12.10.2 Where the Executive Committee determines that the primary significant adverse environmental or socio-economic effects of a Project are on Non-Settlement Land, two thirds of the members of a panel shall be members nominated to YDAB by Government and one third of the members of the panel shall be members nominated to YDAB by the Council for Yukon Indians.

- 12.10.3 Where the Executive Committee determines that the significant adverse environmental or socio-economic effects of a Project are on both Settlement Land and Non-Settlement Land but not primarily on either Settlement Land or Non-Settlement Land, apart from the chairperson, one half of the members of the panel shall be members nominated to YDAB by the Council for Yukon Indians and one half of the members of the panel shall be members nominated to YDAB by Government.
- 12.10.4 For the purposes of 12.10.0, "Settlement Land" may, if so provided in a Transboundary Agreement, include land in the Yukon held by that transboundary claimant group pursuant to its Transboundary Agreement.

#### **12.11.0 Panel Powers**

- 12.11.1 In accordance with the Development Assessment Legislation, a panel established pursuant to 12.10.0 to review a Project:
- 12.11.1.1 shall determine the information required from the Project proponent, the manner in which the review shall be conducted, a review schedule, and Yukon First Nation, public and local, territorial and federal government involvement in the review and such other matters as the panel considers appropriate;
  - 12.11.1.2 shall make written recommendations to a Decision Body that a Project be allowed to proceed subject to terms and conditions or not be allowed to proceed;
  - 12.11.1.3 may make written recommendations to a Decision Body that Project audits or effects monitoring be undertaken; and
  - 12.11.1.4 may exercise any power and shall carry out any other responsibility set out in the Development Assessment Legislation.
- 12.11.2 Written recommendations and reports of a panel shall be deemed to be written recommendations and reports of YDAB.

#### **12.12.0 YDAB Recommendations**

- 12.12.1 Upon receipt of written recommendations and reports from YDAB a Decision Body shall:
- 12.12.1.1 accept the recommendations in their entirety in writing in a Decision Document;
  - 12.12.1.2 refer the recommendations back to YDAB for further consideration; or



- 12.12.1.3 subject to 12.13.4.2, subsequent to the reconsideration by YDAB, accept the recommendations, vary the recommendations, or reject the recommendations in writing in a Decision Document.
- 12.12.2 Where a Decision Body rejects or varies the recommendations of YDAB, the Decision Body shall provide written reasons to YDAB which shall be available to the public.

### **12.13.0 Determination of the Decision Body**

- 12.13.1 Where a Project is located wholly or partially on Settlement Land, a Decision Document is required from:
  - 12.13.1.1 a Yukon First Nation, where the Yukon First Nation is empowered by Yukon First Nation self-government Legislation or Settlement Agreements to require its approval or other authorization, other than for access to Settlement Land as provided in Settlement Agreements; or
  - 12.13.1.2 a Yukon First Nation, where the Project does not require a Decision Document from Government; and
  - 12.13.1.3 Government, where the Project involves the Right to Work Mines and Minerals on Category B or Fee Simple Settlement Land, or where the Project requires an approval or other authorization from Government.
- 12.13.2 Where a Project is located wholly or partially on Non-Settlement Land, a Decision Document is required from Government.
- 12.13.3 Government and the Yukon First Nation shall Consult with each other before issuing a Decision Document for a Project where Decision Documents for the Project are required from both Decision Bodies.
- 12.13.4 Where a Decision Document is required from both Decision Bodies and the Project involves the Right to Work Mines and Minerals on Category B or Fee Simple Settlement Land:
  - 12.13.4.1 the Decision Bodies shall endeavour to make the terms and conditions of their Decision Document conform;
  - 12.13.4.2 notwithstanding 12.6.3 and 12.12.1.3, the Decision Bodies may only reject or vary the terms and conditions contained in the recommendations of YDAB or a Designated Office on the grounds that, to accomplish the objectives of this chapter, any of the terms and conditions are,
    - (a) insufficient to achieve an acceptable level of environmental and socio-economic impacts in the Yukon,

- (b) more onerous than necessary to achieve an acceptable level of environmental and socio-economic impact in the Yukon, or
  - (c) so onerous as to undermine the economic viability of a Project; and
- 12.13.4.3 where the terms and conditions of the Decision Documents conflict, Government and the Yukon First Nation shall, subject to 12.14.8, exercise any discretion in granting an interest in, or authorizing the use of land, water, or other resources, in conformity with the terms and conditions of the Decision Document issued by Government.

## **12.14.0 Implementation of Decision Document**

### **12.14.1 Government shall:**

- 12.14.1.1 subject to 12.14.8, exercise any discretion in granting an interest in, or authorizing the use of land, water, or other resources in conformity with the terms and conditions of a Decision Document issued by Government; and
  - 12.14.1.2 not issue any approval, authorization or, subject to Development Assessment Legislation under 12.19.2.14, provide financial assistance to a proponent with respect to a Project prior to issuing a Decision Document.
- 12.14.2 Nothing in 12.13.4.3 or 12.14.1.1 shall be construed to require Government to enact or amend Legislation to implement a Decision Document issued by Government or to require Government to grant an interest in or authorize the use of land, water or other resources.

### **12.14.3 A Yukon First Nation shall:**

- 12.14.3.1 subject to 12.13.4.3 and 12.14.8, exercise any discretion in granting an interest in, or authorizing the use of, land, water, or other resources in conformity with the terms and conditions of a Decision Document issued by the Yukon First Nation; and
- 12.14.3.2 not issue any approval, authorization or, subject to Development Assessment Legislation under 12.19.2.14, provide financial assistance to a proponent with respect to a Project prior to issuing a Decision Document.

- 12.14.4 Nothing in 12.13.4.3 or 12.14.3.1 shall be construed to require a Yukon First Nation to enact or amend laws passed pursuant to self-government Legislation to implement a Decision Document issued by the Yukon First Nation or as requiring the Yukon First Nation to grant an interest in or authorize the use of land, water or other resources.
- 12.14.5 Where the Project proponent requires a licence, permit, or other authorization from the National Energy Board or other Independent Regulatory Agency identified in the Development Assessment Legislation under 12.19.2.13, the Decision Body shall send the Decision Document to the National Energy Board or other Independent Regulatory Agency.
- 12.14.6 An Independent Regulatory Agency other than the National Energy Board, in issuing a licence, permit or other authorization for a Project shall endeavour to make the terms and conditions of such authorization conform, to the extent practicable, with the terms and conditions of a Decision Document issued by Government for the Project.
- 12.14.7 The National Energy Board, in issuing a licence, permit or other authorization for a Project, shall take into consideration the terms and conditions of a Decision Document issued by Government for the Project.
- 12.14.8 Where there is a conflict between the terms and conditions of a Decision Document for a Project and the terms and conditions of a licence, permit, or other authorization for the Project issued by the National Energy Board or other Independent Regulatory Agency, the terms and conditions of the licence, permit, or other authorization for the Project issued by the National Energy Board or other Independent Regulatory Agency, as the case may be, shall prevail to the extent of the conflict.
- 12.14.9 Where the terms and conditions of a licence, permit or other authorization for a Project issued by the National Energy Board or other Independent Regulatory Agency vary from those in a Decision Document issued by Government, that agency shall provide written reasons for such variance to the Decision Body.
- 12.15.0 Monitoring and Enforcement**
- 12.15.1 Nothing in this chapter shall be construed to affect Government's responsibility for the compliance monitoring of Projects.
- 12.15.2 YDAB may make recommendations under 12.9.1.3 to a Decision Body that Project audits or effects monitoring be undertaken.
- 12.15.3 Upon request by YDAB, a Decision Body shall provide to YDAB information obtained through effects monitoring undertaken after the acceptance by the Decision Body of a recommendation made pursuant to 12.15.2.



- 12.15.4 YDAB may issue reports, including recommendations to a Decision Body, based on the review of the results of effects monitoring studies.
- 12.15.5 The Development Assessment Legislation may provide for the enforcement of Decision Documents.
- 12.15.6 YDAB may recommend to a Decision Body that YDAB or any other body hold a public hearing if YDAB determines that the terms and conditions of a Decision Document issued by that Decision Body may have been violated.
- 12.15.7 If the recommendation of YDAB pursuant to 12.15.6 is accepted by the Decision Body, then YDAB or the other body shall hold a public hearing.
- 12.15.8 After a body holds a public hearing under 12.15.7, the body may make recommendations to the Decision Body in respect of the disposition of the matter.

#### **12.16.0 Transboundary Impacts**

- 12.16.1 Government shall make best efforts to negotiate with other relevant jurisdictions, in Consultation with affected Yukon First Nations, agreements or cooperative arrangements that provide for development assessments equivalent to the screening and review requirements in the Yukon for enterprises or activities located outside the Yukon that may have significant adverse environmental or socio-economic effects on the Yukon.
- 12.16.2 The representation of transboundary claimant groups on the YDAB shall be as established in Transboundary Agreements and, in any case, the proportion of Government nominees on a panel shall be as provided in this chapter.
- 12.16.3 Prior to the enactment of Settlement Legislation, the parties to the Umbrella Final Agreement shall make best efforts to resolve any conflict and avoid any duplication in North Yukon between the development assessment process provided pursuant to this chapter and the environmental impact screening and review process provided pursuant to the Inuvialuit Final Agreement.

#### **12.17.0 Relationship to Land Use Planning**

- 12.17.1 Where YDAB or a Designated Office receives a Project application in a region where a regional land use plan is in effect, YDAB or the Designated Office, as the case may be, shall request that the Regional Land Use Planning Commission for the planning region determine whether or not the Project is in conformity with the approved regional land use plan.

- 12.17.2 Where a Regional Land Use Planning Commission is preparing a regional land use plan, YDAB or a Designated Office, as the case may be, shall provide the Regional Land Use Planning Commission with the information it has on any Project in the planning region for which a review is pending and shall invite the Regional Land Use Planning Commission to make representations to the panel or the Designated Office.
- 12.17.3 Where a panel is reviewing a Project and a Regional Land Use Planning Commission has determined pursuant to 12.17.1 that the Project does not conform with an approved regional land use plan, the panel shall consider the regional land use plan in its review, invite the relevant Regional Land Use Planning Commission to make representations to the panel and make recommendations to the Decision Body that conform so far as possible to the approved regional plan.
- 12.17.4 Where a Decision Document states that a non-conforming Project may proceed, the Project proponent may proceed with the Project if permitted by and in accordance with Law.
- 12.17.5 The Development Assessment Legislation shall set out the relationship between the issuance of a Decision Document for a Project that has not been assessed by YDAB and the grant of a variance from a regional land use plan or the amendment of the land use plan.

#### **12.18.0 Funding**

- 12.18.1 Each Designated Office, after Consultation with the affected Yukon First Nation, shall prepare a budget respecting its responsibilities under the Development Assessment Legislation and this chapter and shall submit that budget to YDAB or to Government, whichever is designated by Government from time to time.
- 12.18.2 YDAB shall, on an annual basis, review all budgets submitted to it under 12.18.1 and shall prepare an annual budget for its responsibilities and for those of each Designated Office under the Development Assessment Legislation and this chapter for review and approval by Government. The approved expenses of YDAB and the Designated Offices shall be a charge on Government.

#### **12.19.0 Implementation**

- 12.19.1 Government, in Consultation with the Yukon First Nations, shall prepare a detailed plan:

- 12.19.1.1 providing for the planning and implementation of the Development Assessment Legislation which addresses the involvement of Yukon First Nations; and
  - 12.19.1.2 providing for the application of the Development Assessment Legislation until Yukon First Nation Final Agreements have been negotiated.
- 12.19.2 Development Assessment Legislation may provide the following:
- 12.19.2.1 criteria for classification of Projects for the determination of the entry point to the development assessment process;
  - 12.19.2.2 classification of Projects for which screening and review by YDAB is mandatory;
  - 12.19.2.3 criteria to determine the significance of adverse environmental or socio-economic effects;
  - 12.19.2.4 the type of Plan which YDAB may review without a request by Government or Yukon First Nations;
  - 12.19.2.5 criteria for the classes of enterprises or activities which are exempt from screening and review;
  - 12.19.2.6 the role of YDAB, Yukon First Nations, Government, Project proponents or other participants in the provision of participant funding in reviews of Projects;
  - 12.19.2.7 the ability of the Minister to identify a Designated Office for a type of Project;
  - 12.19.2.8 the manner in which a Designated Office conducts a review;
  - 12.19.2.9 time limits for activities or functions of YDAB, Designated Offices, the Minister and Yukon First Nations;
  - 12.19.2.10 procedural requirements for Project proponents and other participants;
  - 12.19.2.11 public participation in the review of Projects;
  - 12.19.2.12 the process for joint reviews by YDAB and other bodies;
  - 12.19.2.13 a listing of Independent Regulatory Agencies;
  - 12.19.2.14 conditions respecting the provision of financial assistance to a proponent prior to assessment of a Project; and



- 12.19.2.15 any other matter required to implement the development assessment process.
- 12.19.3 A comprehensive review of the development assessment process by the parties to the Umbrella Final Agreement shall be completed five years after the enactment of Development Assessment Legislation.
- 12.19.4 Nothing in this chapter shall be construed to prevent Government, in Consultation with Yukon First Nations, from acting to improve or enhance socio-economic or environmental procedures in the Yukon in the absence of any approved detailed design of the development assessment process.
- 12.19.5 Nothing in this chapter shall be construed to affect any existing development assessment process in the Yukon prior to the Development Assessment Legislation coming into effect.



## CHAPTER 13 - HERITAGE

### **13.1.0 Objectives**

13.1.1 The objectives of this chapter are as follows:

- 13.1.1.1 to promote public awareness, appreciation and understanding of all aspects of culture and heritage in the Yukon and, in particular, to respect and foster the culture and heritage of Yukon Indian People;
- 13.1.1.2 to promote the recording and preservation of traditional languages, beliefs, oral histories including legends, and cultural knowledge of Yukon Indian People for the benefit of future generations;

### **Specific Provision**

- 13.1.1.2 (a) Specific provisions regarding measures intended to achieve the objective set out in 13.1.1.2 are set out in Schedule A - Southern Tutchone and Tagish Languages and Oral Histories, attached to this chapter.

- 13.1.1.3 to involve equitably Yukon First Nations and Government, in the manner set out in this chapter, in the management of the Heritage Resources of the Yukon, consistent with a respect for Yukon Indian values and culture;
- 13.1.1.4 to promote the use of generally accepted standards of Heritage Resources management, in order to ensure the protection and conservation of Heritage Resources;
- 13.1.1.5 to manage Heritage Resources owned by, or in the custody of, Yukon First Nations and related to the culture and history of Yukon Indian People in a manner consistent with the values of Yukon Indian People, and, where appropriate, to adopt the standards of international, national and territorial Heritage Resources collections and programs;
- 13.1.1.6 to manage Heritage Resources owned by, or in the custody of, Government and related to the culture and history of Yukon Indian People, with respect for Yukon Indian values and culture and the maintenance of the integrity of national and territorial Heritage Resources collections and programs;
- 13.1.1.7 to facilitate reasonable public access, except where the nature of the Heritage Resource or other special circumstances warrant otherwise;



- 13.1.1.8 to identify and mitigate the impact of development upon Heritage Resources through integrated resource management including land use planning and development assessment processes;
- 13.1.1.9 to facilitate research into, and the management of, Heritage Resources of special interest to Yukon First Nations;
- 13.1.1.10 to incorporate, where practicable, the related traditional knowledge of a Yukon First Nation in Government research reports and displays which concern Heritage Resources of that Yukon First Nation;
- 13.1.1.11 to recognize that oral history is a valid and relevant form of research for establishing the historical significance of Heritage Sites and Moveable Heritage Resources directly related to the history of Yukon Indian People; and
- 13.1.1.12 to recognize the interest of Yukon Indian People in the interpretation of aboriginal Place Names and Heritage Resources directly related to the culture of Yukon Indian People.

## **13.2.0 Definitions**

In this chapter, the following definitions shall apply.

"Non-Public Records" means all Documentary Heritage Resources other than Public Records.

"Place Names" includes Yukon Indian place names.

"Public Records" means records held by any department or agency or public office of any level of Government, and records which were formerly held by any such department, agency or public office.

## **13.3.0 Ownership and Management**

- 13.3.1 Each Yukon First Nation shall own and manage Moveable Heritage Resources and non-Moveable Heritage Resources and Non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by that Yukon First Nation.
- 13.3.2 Subject to 13.3.5 to 13.3.7, each Yukon First Nation shall own and manage ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person, that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.

- 13.3.2.1 If more than one Yukon First Nation asserts ownership of a Heritage Resource pursuant to 13.3.2, they shall attempt to resolve the matter among themselves, and, failing resolution, any one of them may refer the matter to the Yukon Heritage Resources Board which shall determine ownership of the Heritage Resource in dispute.
- 13.3.3 Subject to 13.3.5 to 13.3.7, Moveable Heritage Resources and Documentary Heritage Resources which are not ethnographic resources directly related to the culture and history of Yukon Indian People and which are found on Non-Settlement Land shall be owned by Government.
- 13.3.4 Public Records, wherever they are found, shall be owned and managed by the Government by which they were created or held.
- 13.3.5 In the event that a Moveable Heritage Resource found on Non-Settlement Land in a Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, that object shall be held in custody by Government until the nature of the object has been determined.
- 13.3.6 If the object in 13.3.5 is determined by the Yukon Heritage Resources Board to be:
- 13.3.6.1 an ethnographic object directly related to the culture and history of Yukon Indian People, it shall be owned and managed by the Yukon First Nation in whose Traditional Territory it was found; or
  - 13.3.6.2 an ethnographic object not directly related to the culture and history of Yukon Indian People, or to be a palaeontological or an archaeological object, it shall be owned and managed by Government.
- 13.3.7 Where the Board is unable to reach a majority decision under 13.3.6, the issue of whether the ethnographic object is directly related to the culture and history of the Yukon Indian People shall be referred to the dispute resolution process under 26.3.0.
- 13.3.8 Agreements may be entered into by Government and Yukon First Nations with respect to the ownership, custody or management of Heritage Resources.

#### **13.4.0 General**

- 13.4.1 As the Heritage Resources of Yukon Indian People are underdeveloped relative to non-Indian Heritage Resources, priority in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management shall, where practicable, be given to the development and management of Heritage Resources of Yukon Indian People, until an equitable distribution of program resources is achieved.
- 13.4.2 Once an equitable distribution of program resources is achieved, Heritage Resources of Yukon Indian People shall continue to be allocated an equitable portion of Government program resources allocated from time to time for Yukon Heritage Resources development and management.
- 13.4.3 Government, where practicable, shall assist Yukon First Nations to develop programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to the culture and history of Yukon Indian People which have been removed from the Yukon, or are retained at present in the Yukon, where this is consistent with the maintenance of the integrity of national or territorial collections.
- 13.4.4 A Yukon First Nation or a Yukon Indian Person who is an owner of a Heritage Resource may transfer the ownership or custody of the Heritage Resource to another Yukon First Nation or to another aboriginal person.
- 13.4.5 Government shall Consult Yukon First Nations in the formulation of Legislation and related Government policies on Heritage Resources in the Yukon.
- 13.4.6 Yukon First Nation Final Agreements may include provisions in respect of territorial heritage parks or sites, heritage rivers, heritage routes, heritage buildings, special management areas for Heritage Resources, for other sites or areas of unique cultural or heritage significance, or for other such heritage matters.

#### **Specific Provision**

- 13.4.6.1 The Canyon City historic site shall be established as a Designated Heritage Site, and the specific provisions in respect thereof are set out in Schedule B - Canyon City Historic Site, attached to this chapter.



13.4.6.2 The Yukon shall provide \$1,250,000.00 to the Kwanlin Dun First Nation for the construction of a cultural centre on Settlement Land Parcel C-70FS. Such funds, or portions thereof, shall be advanced to the Kwanlin Dun First Nation, at its request, prior to the Effective Date of this Agreement in accordance with a contribution agreement setting out a workplan and budget for the cultural centre project.

13.4.6.3 A working group in respect of Kwanlin Dun waterfront heritage shall be established and the specific provisions in respect thereof are set out in Schedule C - Kwanlin Dun Waterfront Heritage Working Group, attached to this chapter.

13.4.7 Any granting of access to the public, third parties or Government to Settlement Land shall not divest the Yukon First Nation of the ownership or management of Heritage Resources on Settlement Land.

13.4.8 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to Yukon First Nations.

### **13.5.0 Yukon Heritage Resources Board**

13.5.1 A Yukon Heritage Resources Board, comprised of 10 members and composed of equal numbers of appointees nominated by the Council for Yukon Indians, and of appointees nominated by Government, shall be established to make recommendations respecting the management of Moveable Heritage Resources and Heritage Sites to the Minister and to Yukon First Nations.

13.5.2 The Board shall operate in the public interest.

13.5.3 The Board may make recommendations to the Minister and to Yukon First Nations on:

13.5.3.1 the management of non-documentary Heritage Resources;

13.5.3.2 means by which the traditional knowledge of Yukon Indian Elders may be considered in the management of Moveable Heritage Resources and Heritage Sites in the Yukon;

- 13.5.3.3 means by which the traditional languages of Yukon First Nations can be recorded and preserved;
  - 13.5.3.4 the review, approval, amendment or repeal of regulations pursuant to heritage Legislation pertaining to Moveable Heritage Resources and Heritage Sites in the Yukon;
  - 13.5.3.5 the development and revision of a strategic plan for the preservation and management of Moveable Heritage Resources and Heritage Sites in the Yukon;
  - 13.5.3.6 the development, revision and updating of a manual including definitions of ethnographic, archaeological, palaeontological and historic resources, to facilitate the management and interpretation of these resources by Government and Yukon First Nations, such manual to be developed by Yukon First Nations and Government;
  - 13.5.3.7 the development, revision and updating of the inventory of Yukon Indian Heritage Resources provided for in 13.4.8;
  - 13.5.3.8 means by which public awareness and appreciation of Moveable Heritage Resources and Heritage Sites may be fostered;
  - 13.5.3.9 designation of Heritage Sites as Designated Heritage Sites; and
  - 13.5.3.10 any other matter related to Heritage Resources of the Yukon.
- 13.5.4 In modifying or rejecting recommendations of the Board, Government or Yukon First Nations shall provide the Board with one opportunity to resubmit recommendations for the approval of Government or Yukon First Nations.

#### **13.6.0 National Parks and National Historic Sites**

- 13.6.1 The management of Heritage Resources in National Parks, in Kluane National Park Reserve and in national historic sites administered by the Canadian Parks Service shall be as set out in the relevant Yukon First Nation Final Agreement.

#### **13.7.0 Research**

- 13.7.1 Research or interpretative reports produced by Government or its agents regarding Yukon Heritage Resources shall be made available to the affected Yukon First Nation.

- 13.7.2 Where feasible, research reports in 13.7.1 or portions thereof, shall be made available to the public, recognizing that some reports may be restricted due to the sensitive nature of the information contained therein.

### **13.8.0 Heritage Sites**

- 13.8.1 Ownership and management of Heritage Sites in a Yukon First Nation's Traditional Territory shall be addressed in that Yukon First Nation Final Agreement.

#### **Specific Provision**

- 13.8.1.1 The ownership of land in the Traditional Territory of the Kwanlin Dun First Nation is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.
- 13.8.1.2 Government shall provide the Kwanlin Dun First Nation with a written inventory of the sites within the Traditional Territory of the Kwanlin Dun First Nation which are identified by Government as Heritage Sites directly related to the culture and heritage of Kwanlin Dun, including information on their location and character, which have been documented by Government at the Effective Date of this Agreement.
- 13.8.1.3 Government shall inform the Kwanlin Dun First Nation when land within the Traditional Territory of the Kwanlin Dun First Nation is identified by Government as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Kwanlin Dun.
- 13.8.1.4 When requested by the Kwanlin Dun First Nation, Government shall consider protection within existing Legislation, for a period of time, of a Heritage Site directly related to the culture and heritage of Kwanlin Dun which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Traditional Territory of the Kwanlin Dun First Nation, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site.
- 13.8.1.5 Government shall Consult with the Kwanlin Dun First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.4.



13.8.1.6 Management plans for Designated Heritage Sites directly related to the culture and heritage of Kwanlin Dun may provide for the use of Southern Tutchone, Tagish, or other aboriginal languages of Kwanlin Dun in interpretive displays and signage.

13.8.1.7 Government and the Kwanlin Dun First Nation may negotiate arrangements for the ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of the Kwanlin Dun First Nation which is directly related to the culture and heritage of Kwanlin Dun.

13.8.2 Government and the affected Yukon First Nation shall consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.

13.8.3 Government and the affected Yukon First Nation shall institute a permit system for research at any site which may contain Moveable Heritage Resources.

#### **Specific Provision**

13.8.3.1 Government and the Kwanlin Dun First Nation shall Consult each other during the development and drafting of the permit system referred to in 13.8.3.

13.8.3.2 Without limiting any authority which Government or the Kwanlin Dun First Nation may otherwise have to establish a permit system, the system may include provisions in respect of:

- (a) notification of an application for a permit and any permit issued;
- (b) requirements that research be conducted in a manner which maximizes the preservation of Moveable Heritage Resources;
- (c) involvement of Kwanlin Dun in research at sites which contain Moveable Heritage Resources directly related to the culture and heritage of Yukon Indian People;
- (d) the sharing of information between Government and the Kwanlin Dun First Nation relating to the nature and scope of research for which a permit application has been made; and

- (e) requirements for the provision to Government and the Kwanlin Dun First Nation by a permittee of non-technical summaries of the results of research conducted pursuant to a permit.

13.8.3.3 Government shall Consult the Kwanlin Dun First Nation before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Kwanlin Dun in the Traditional Territory of the Kwanlin Dun First Nation.

13.8.4 Access to Designated Heritage Sites shall be controlled in accordance with the terms of site management plans which have been reviewed by the Board, and approved and implemented by Government or the affected Yukon First Nation.

13.8.5 Government and the affected Yukon First Nation, when controlling access to Designated Heritage Sites, shall consider:

13.8.5.1 the interests of permitted researchers;

13.8.5.2 the interest of the general public; and

13.8.5.3 the requirements of special events and traditional activities.

13.8.6 Except as otherwise provided in this chapter, the protection of Heritage Resources in or discovered on Non-Settlement Land, either by accident or otherwise, during construction or excavation shall be provided for in Laws of General Application.

13.8.7 Procedures to deal with the accidental discovery of Heritage Resources on Settlement Land shall be provided in each Yukon First Nation's Final Agreement.

#### **Specific Provision**

13.8.7.1 A Person who accidentally discovers a Heritage Resource on Kwanlin Dun First Nation Settlement Land shall take such steps as are reasonable in all the circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Kwanlin Dun First Nation.

- 13.8.7.2 A Person described in 13.8.7.1 who is not exercising a right of access or a right to use Kwanlin Dun First Nation Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Kwanlin Dun First Nation.
- 13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Kwanlin Dun First Nation Settlement Land provided for in this Agreement shall not further disturb a Heritage Site or a Moveable Heritage Resource unless permitted by Laws of General Application, and that Person obtains:
- (a) the consent of the Kwanlin Dun First Nation; or
  - (b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing the Heritage Site or Moveable Heritage Resource.
- 13.8.7.4 The Kwanlin Dun First Nation shall report to Government, as soon as practicable, the discovery on Kwanlin Dun First Nation Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.
- 13.8.7.5 Government and the Kwanlin Dun First Nation shall attempt to agree whether a Documentary Heritage Resource described in 13.8.7.4 is a Public Record or a Non-Public Record and, failing agreement, either may refer the matter to the dispute resolution process under 26.3.0.
- 13.8.7.6 If a Documentary Heritage Resource is a Non-Public Record, the Kwanlin Dun First Nation shall make reasonable efforts to determine if it is privately owned.

### **13.9.0 Yukon First Nation Burial Sites**

- 13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:
- 13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;



- 13.9.1.2 where the Yukon First Nation Burial Site is on Non-Settlement Land, require the joint approval of Government and the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located for any management plans for the Yukon First Nation Burial Site; and
- 13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.
- 13.9.2 Where a Person discovers a Yukon First Nation Burial Site in the course of carrying on an activity authorized by Government or a Yukon First Nation, as the case may be, that Person may carry on the activity with the agreement of the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located.
- 13.9.3 In the absence of agreement under 13.9.2, the Person may refer the dispute to arbitration under 26.7.0 for a determination of the terms and conditions upon which the Yukon First Nation Burial Site may be further disturbed.
- 13.9.4 Any exhumation, examination, and reburial of human remains from a Yukon First Nation Burial Site ordered by an arbitrator under 13.9.3 shall be done by, or under the supervision of, that Yukon First Nation.
- 13.9.5 Except as provided in 13.9.2 to 13.9.4, any exhumation, scientific examination and reburial of remains from Yukon First Nation Burial Sites shall be at the discretion of the affected Yukon First Nation.
- 13.9.6 The management of burial sites of a transboundary claimant group in the Yukon shall be addressed in that Transboundary Agreement.

### **13.10.0 Documentary Heritage Resources**

- 13.10.1 Public Records shall be managed in accordance with Laws of General Application.
- 13.10.2 In accordance with Government policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to agreements respecting the records, Government shall make available to a Yukon First Nation, for copying, Documentary Heritage Resources in Government custody relating to that Yukon First Nation.
- 13.10.3 Yukon First Nations shall be Consulted in the formulation of any Legislation and related Government policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

- 13.10.4 Government shall, where practicable, Consult and cooperate with the affected Yukon First Nations on the management of Documentary Heritage Resources in the Yukon relating to Yukon Indian People.
- 13.10.5 Government shall Consult and cooperate with Yukon First Nations in the preparation of displays and inventories of Documentary Heritage Resources in the Yukon relating to the Yukon Indian People.
- 13.10.6 Provisions for Consultation and cooperation between Government and Yukon First Nations on the management of Documentary Heritage Resources by Yukon First Nations may be included in a Yukon First Nation Final Agreement.
- 13.10.7 Government and Yukon First Nations may work cooperatively with Yukon Indian Elders on the interpretation of Documentary Heritage Resources relating to Yukon Indian People.
- 13.10.8 Yukon First Nations shall own all Documentary Heritage Resources found on Settlement Land other than Public Records or records which are the private property of any Person.

#### **13.11.0 Place Names**

- 13.11.1 There shall be a Yukon Geographical Place Names Board consisting of six people and composed of equal numbers of appointees nominated by the Council for Yukon Indians and appointees nominated by Government.
- 13.11.2 When considering the naming or renaming of places or features located within the Traditional Territory of a Yukon First Nation, or when acting with a federal agency where joint jurisdiction over the naming of the place or feature exists, the Yukon Geographical Place Names Board shall Consult with that Yukon First Nation.
- 13.11.3 A Yukon First Nation may name or rename places or geographical features on Settlement Land and such place names shall be deemed to be approved by the Yukon Geographical Place Names Board.
- 13.11.4 Traditional aboriginal place names shall be included, to the extent practicable and in accordance with map production specifications of Canada, on revised maps of the National Topographic Series.

### 13.12.0 Economic Opportunities

- 13.12.1 Economic opportunities, including training, employment and contract opportunities for Yukon Indian People at Designated Heritage Sites and other facilities related to Heritage Resources, shall be considered in Yukon First Nation Final Agreements.

#### Specific Provision

- 13.12.1.1 Government shall provide written notice to the Kwanlin Dun First Nation of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation.
- 13.12.1.2 Government shall include the Kwanlin Dun First Nation in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation.
- 13.12.1.3 The Kwanlin Dun First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation upon the same terms and conditions as would be offered to others.
- 13.12.1.4 Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 13.12.1.5 Any failure to include the Kwanlin Dun First Nation in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 13.12.1.6 Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation.



- 13.12.1.7 Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation:
- (a) a criterion for the employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and
  - (b) a criterion for special knowledge or experience of Kwanlin Dun related to the Designated Heritage Site.
- 13.12.1.8 Nothing in 13.12.1.7 shall be construed to mean that a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms or for special knowledge or experience of Kwanlin Dun shall be the determining criterion in awarding any contract.
- 13.12.1.9 For greater certainty, where a portion of a Designated Heritage Site is directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation, 13.12.1.1 to 13.12.1.8 shall apply, where practicable, to that portion of the Designated Heritage Site which is directly related to the history and culture of Kwanlin Dun.

## **SCHEDULE A**

### **SOUTHERN TUTCHONE AND TAGISH LANGUAGES AND ORAL HISTORIES**

- 1.1 The Yukon and the Kwanlin Dun First Nation, in consultation with such organizations as they consider appropriate, may develop measures intended to achieve the objective set out in 13.1.1.2 in respect of the Southern Tutchone and Tagish languages and the oral histories, including legends, and cultural knowledge of Kwanlin Dun.
- 1.2 The measures referred to in 1.1 may include:
  - 1.2.1 language plans;
  - 1.2.2 the recording of oral history and culture;
  - 1.2.3 methods for the implementation of the measures developed;
  - 1.2.4 provisions for the review and amendment of the measures developed; and
  - 1.2.5 identification of resources to implement the measures developed.
- 1.3 To the extent practicable, the Yukon and the Kwanlin Dun First Nation shall use regional or territory-wide forums that may exist from time to time to develop the measures referred to in 1.2 and to the extent that it is not practicable may develop the measures in local forums in the Traditional Territory of the Kwanlin Dun First Nation.
- 1.4 Subject to appropriation of funds for those purposes, the Yukon shall implement the language plans and other measures to which it has agreed.
- 1.5 Subject to availability of funds for those purposes, the Kwanlin Dun First Nation shall implement the language plans and other measures to which it has agreed.
- 1.6 The measures referred to in 1.1 to 1.5 shall address any assumption of responsibility by the Kwanlin Dun First Nation for the management, administration, and delivery of any program or service of the Yukon relating to aboriginal languages.

## **SCHEDULE B**

### **CANYON CITY HISTORIC SITE**

#### **1.0 Definitions**

##### **1.1** In this schedule, the following definitions shall apply.

"Approved Management Plan" means the management plan in respect of which a consensus is reached under 5.1 or 5.2, or decided by the Minister under 5.3 of this schedule.

"Area" means the area shown as Canyon City Historic Site on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, in Appendix B - Maps, which forms a separate volume to this Agreement.

"Canyon City Historic Site" means the historic site established by the Yukon under the Historic Resources Act, R.S.Y. 2002, c. 109 in respect of the Area, excluding the mines and minerals and the right to work the mines and minerals, in, on or under the Area, in accordance with 2.2 of this schedule.

##### **1.2** In this schedule, "mines and minerals" and the "right to work" the mines and minerals shall have their meanings according to Laws of General Application and not as defined in Chapter 1 - Definitions.

#### **2.0 Establishment**

##### **2.1** The Yukon shall designate the Area, excluding the mines and minerals, in, on or under the Area, as an historic site under the Historic Resources Act, R.S.Y. 2002, c.109, as soon as practicable after the Effective Date of this Agreement.

##### **2.2** For greater certainty, the Canyon City Historic Site does not include the mines and minerals in, on or under the Area or the right to work the mines and minerals.

##### **2.3** Historic site designation under the Historic Resources Act, R.S.Y. 2002, c. 109 shall not be removed from any lands forming part of the Canyon City Historic Site without the consent of the Yukon and the Kwanlin Dun First Nation.



2.4 Subject to 2.7 and 2.8, Government shall, no later than the Effective Date of this Agreement:

2.4.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13;

2.4.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17.

2.5 Subject to 2.7 and 2.8, the Yukon shall, no later than the Effective Date of this Agreement, withdraw the Area from disposition under the Oil and Gas Act, R.S.Y. 2002, c. 162.

2.6 Subject to 2.7 and 2.8, no one may explore for coal in, on or under the Area.

2.7 For greater certainty, the provisions of 2.4, 2.5 and 2.6 shall not apply in respect of:

2.7.1 mineral claims and leases recorded or continued under the Quartz Mining Act, S.Y. 2003, c. 14 and placer mining claims and leases to prospect recorded or continued under the Placer Mining Act, S.Y. 2003, c. 13, existing on the Effective Date;

2.7.2 oil and gas dispositions under the Oil and Gas Act, R.S.Y. 2002, c. 162 existing on the Effective Date, which for greater certainty, include federal dispositions;

2.7.3 rights granted or continued under section 6 of the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17, existing on the Effective Date; and

2.7.4 any successor or replacement rights and any new leases, licenses, permits or other rights which may be granted in respect of an interest described in 2.7.1, 2.7.2 or 2.7.3.

2.8 The provisions of 2.4, 2.5 and 2.6 shall not prohibit the granting of rights to mines and minerals underlying the Area which may be accessed directionally from a location outside the Area, and the right to work such mines and minerals, provided that the granting of such rights and the working of those rights do not require access to the surface of the Area or would result in a reasonable likelihood of disturbing the surface of the Area.

### **3.0 Steering Committee**

- 3.1 A steering committee shall be established as soon as practicable after the Effective Date of this Agreement to prepare and recommend a management plan for the Canyon City Historic Site.
- 3.2 The steering committee shall be comprised of four members, of whom two shall be designated by the Yukon and two designated by the Kwanlin Dun First Nation.

### **4.0 Management Plan**

- 4.1 The steering committee shall endeavour to recommend a management plan to the Yukon and the Kwanlin Dun First Nation within 5 years of its establishment.
- 4.2 The preparation of the management plan for Canyon City Historic Site shall be guided by the following principles:
  - 4.2.1 the protection, conservation and interpretation of the Heritage Resources at Canyon City Historic Site related to the Klondike Gold Rush and related to the culture and history of Kwanlin Dun in accordance with national and international standards, where appropriate; and
  - 4.2.2 encouragement of public awareness of and appreciation for the natural and cultural resources of Canyon City Historic Site.
- 4.3 The steering committee shall consider and the management plan may address:
  - 4.3.1 development of Canyon City Historic Site;
  - 4.3.2 administration, operation and maintenance of Canyon City Historic Site;
  - 4.3.3 traditional use of the Area by the Kwanlin Dun First Nation and Kwanlin Dun;
  - 4.3.4 current use of the Area by Kwanlin Dun and other Yukon residents;
  - 4.3.5 archaeological resources;
  - 4.3.6 visitor access and services;

- 4.3.7 security and safety;
  - 4.3.8 research and interpretation;
  - 4.3.9 identification of economic opportunities associated with management and use of Canyon City Historic Site;
  - 4.3.10 identification of training opportunities associated with Canyon City Historic Site research and interpretation;
  - 4.3.11 public education with respect to Heritage Resources at Canyon City Historic Site; and
  - 4.3.12 any other matters that the Yukon and the Kwanlin Dun First Nation may jointly request the management committee to consider.
- 4.4 The preparation of the management plan shall include a process for public consultation.
- 4.5 When preparing a management plan, the steering committee shall consider use of the surrounding area with a view to minimizing any inconsistencies between that use and the management plan.
- 4.6 The steering committee may refer a proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.

## **5.0 Approval of the Management Plan**

- 5.1 Within 90 days of receipt of a proposed management plan from the steering committee, the Yukon and the Kwanlin Dun First Nation shall jointly review the provisions set out therein and shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 5.2 If the Yukon and the Kwanlin Dun First Nation are unable to reach a consensus under 5.1, either may refer the matter to the dispute resolution process under 26.4.0.



- 5.3 If the matter referred to the dispute resolution process under 5.2 is not resolved, the Minister may accept, vary or set aside the provisions set out in the proposed management plan and the decision of the Minister as to the provisions to be included in the management plan shall be forwarded to the Kwanlin Dun First Nation.

## **6.0 Implementation of the Approved Management Plan**

- 6.1 Canyon City Historic Site shall be managed in accordance with the Historic Resources Act, R.S.Y. 2002, c.109 and the Approved Management Plan.
- 6.2 Prior to the implementation of the Approved Management Plan, Canyon City Historic Site shall be managed, to the extent practicable, in accordance with the principles set out in 4.2 of this schedule.
- 6.3 The Yukon and the Kwanlin Dun First Nation shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

## **7.0 Review and Amendments of the Approved Management Plan**

- 7.1 The Yukon and the Kwanlin Dun First Nation shall review the Approved Management Plan no later than five years after its initial approval and no later than every 10 years thereafter.
- 7.2 Review of the Approved Management Plan shall include a process for public consultation.
- 7.3 Amendments to the Approved Management Plan shall follow a process based on 5.0.

## **8.0 Economic Opportunities**

- 8.1 The Yukon shall provide written notice to the Kwanlin Dun First Nation of any public tender for contracts associated with the management of Canyon City Historic Site.
- 8.2 The Yukon shall include the Kwanlin Dun First Nation in any invitational tender for contracts associated with the management of Canyon City Historic Site.

- 8.3 The Kwanlin Dun First Nation shall have the first opportunity to accept any contract offered by the Yukon, other than by public or invitational tender, associated with the management of Canyon City Historic Site upon the same terms and conditions as would be offered to others.
- 8.4 Any failure to provide written notice pursuant to 8.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 8.5 Any failure to include the Kwanlin Dun First Nation in any invitational tender for contracts pursuant to 8.2 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 8.6 Any failure to provide a first opportunity pursuant to 8.3 shall not affect any contract entered into associated with the management of Canyon City Historic Site.
- 8.7 The Yukon shall include a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms in any contract opportunities associated with the management of Canyon City Historic Site.
- 8.8 Nothing in 8.7 shall be construed to mean that a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms shall be the determining criterion in awarding any contract.
- 8.9 A failure to include a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms pursuant to 8.7 shall not affect any contract entered into associated with the management of Canyon City Historic Site.

## **SCHEDULE C**

### **KWANLIN DUN WATERFRONT HERITAGE WORKING GROUP**

#### **1.0 Establishment**

- 1.1 A Working Group shall be established as soon as practicable after the Effective Date of this Agreement to:
- 1.1.1 direct and oversee the preparation of a written and pictorial history of Kwanlin Dun in relation to the Whitehorse waterfront (the "History");
  - 1.1.2 develop a plan for the presentation of the History to the public, including signage and permanent displays in appropriate locations along the Whitehorse waterfront (the "Plan"), for the purpose of promoting public awareness, appreciation and understanding of the History;
  - 1.1.3 identify existing programs or other opportunities for attracting funding that could be used to assist with implementation of the Plan or portions thereof;
  - 1.1.4 facilitate cooperation and coordination among other organizations with an interest in the historic and cultural values of the Whitehorse waterfront.
- 1.2 The History shall incorporate and build upon historical work already completed by the Kwanlin Dun First Nation.

#### **2.0 Composition of the Working Group**

- 2.1 The Working Group shall be an intergovernmental body composed of one representative from each of the Kwanlin Dun First Nation, Canada and the Yukon.
- 2.2 The parties shall invite the City of Whitehorse to also appoint a representative to the Working Group.
- 2.3 The Working Group may consult with other organizations with an interest in the historic and cultural values of the Whitehorse waterfront in order to facilitate mutual cooperation and coordination.



- 2.4 Each entity appointing a representative to the Working Group shall fund the participation of its own representative.

### **3.0 Work Plan and Budget**

- 3.1 The Working Group shall prepare a work plan and budget for the preparation of the History and development of the Plan, subject to review and approval by Canada. The approved expenses shall be a charge on Canada.
- 3.2 The Working Group may refer its draft History and Plan to the Yukon Heritage Resources Board for its review and comments.
- 3.3 The Working Group shall endeavour to complete the draft History and Plan within three years of the date upon which it was established, and shall refer them to their principals for review and approval.

### **4.0 Review and Approval of the History and Plan**

- 4.1 Within 90 days of receipt of the draft History and Plan, the Kwanlin Dun First Nation, Canada and the Yukon, and the City of Whitehorse if it appointed a representative to the Working Group, shall jointly review the same with a view to reaching consensus as to the provisions to be included in the approved History and Plan.
- 4.2 Unless otherwise agreed by the parties to this Agreement, if consensus is not reached under 4.1, Canada and the Kwanlin Dun First Nation may jointly accept, vary or set aside the provisions set out in the draft History and Plan from the Working Group.
- 4.3 The decision of Canada and the Kwanlin Dun First Nation as to the provisions to be included in the approved History and Plan shall be forwarded to the Yukon, and to the City of Whitehorse if it appointed a representative to the Working Group, in writing.
- 4.4 For greater certainty, the consent of an owner of property is required prior to the erection of signage or displays upon, or other use of, such property pursuant to the approved Plan, notwithstanding that the owner of the property may have a representative on the Working Group.

## **5.0 Implementation of the Approved Plan**

- 5.1 The Working Group shall prepare and submit to Canada for its review and approval a two year work plan and budget for implementing the approved Plan, or portions thereof, including identifying any existing programs or other opportunities for attracting funding that could be used for implementing portions of the Plan. The approved expenses shall be a charge on Canada.
- 5.2 The Working Group shall direct and oversee implementation of the approved Plan in accordance with the work plan and budget approved by Canada.
- 5.3 Except as provided in 5.1, nothing in 4.0 shall be construed to commit any of the entities appointing representatives to the Working Group to provide financial or other resources to implement the Plan.
- 5.4 The Kwanlin Dun First Nation, Canada, the Yukon, and the City of Whitehorse if it appointed a representative to the Working Group, or any of them, may develop mechanisms or enter into agreements to facilitate cooperative implementation of the Plan or portions thereof.
- 5.5 Unless otherwise agreed by the parties to this Agreement, the Working Group shall be dissolved once the work identified in the approved work plan is completed.

## **CHAPTER 14 - WATER MANAGEMENT**

### **14.1.0 Objective**

- 14.1.1 The objective of this chapter is to maintain the Water of the Yukon in a natural condition while providing for its sustainable use.

### **14.2.0 Definitions**

In this chapter, the following definitions shall apply.

"Board" means the Water Board established for the Yukon pursuant to Laws of General Application.

"Domestic Use" has the same meaning as in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Licence" means a licence issued pursuant to the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Traditional Use" means the Use of Water, without substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, by a Yukon Indian Person for trapping and non-commercial Harvesting, including transportation relating to such trapping and Harvesting or for traditional heritage, cultural and spiritual purposes.

"Use" includes the deposit of Waste into Water.

"Waste" has the same meaning as in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

"Water" has the same meaning as "waters" in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

### **14.3.0 General**

- 14.3.1 The property in Water in the Yukon shall be determined by Laws of General Application.
- 14.3.2 Nothing in this chapter shall derogate from the ability of any Person to use Water for a Domestic Use in accordance with Laws of General Application.



#### **14.4.0 Water Board**

- 14.4.1 The Council for Yukon Indians shall nominate one-third of the members of the Board.
- 14.4.2 The Minister, in Consultation with the Board, shall appoint a chairperson and vice-chairperson from among the Board's members.

#### **14.5.0 Water Rights of Yukon First Nations**

- 14.5.1 Subject to Laws of General Application, a Yukon Indian Person shall have the right to use Water for a Traditional Use in the Yukon.
- 14.5.2 Notwithstanding Laws of General Application and 14.5.5, no Licence, fee or charge shall be required for a Traditional Use in the Yukon.
- 14.5.3 Nothing in 14.5.1 shall be construed to grant a priority of Use or a right to compensation.
- 14.5.4 Notwithstanding 14.3.1, and subject to the provisions of the Umbrella Final Agreement, a Yukon First Nation shall have the exclusive right to use Water which is on or flowing through its Settlement Land when such Water is on or flowing through its Settlement Land.
- 14.5.5 A Yukon First Nation's Use of Water under 14.5.4 is subject to Laws of General Application, provided that the Board shall not:
  - 14.5.5.1 refuse to issue a Licence for a Use by the Yukon First Nation; or
  - 14.5.5.2 impose terms and conditions in a Licence that are inconsistent with any terms and conditions of a Yukon First Nation assignment pursuant to 14.5.7,unless the Board is satisfied that such Water Use will:
  - 14.5.5.3 substantially alter the quantity, quality or rate of flow, including seasonal rate of flow, of Water; or
  - 14.5.5.4 result in a deposit of Waste prohibited by the Northern Inland Waters Act, R.S.C. 1985, c. N-25.
- 14.5.6 Unless otherwise authorized by Law, a Yukon First Nation's Use of Water under 14.5.1 to 14.5.4 shall be subject to:
  - 14.5.6.1 public navigation and passage on Water;
  - 14.5.6.2 the Use of Water for emergency purposes;

14.5.6.3 any hunting, trapping or fishing by the public; and

14.5.6.4 any right of access set out in a Settlement Agreement.

14.5.7 A Yukon First Nation may assign in whole or in part a right to use Water set out in 14.5.4 and an assignee's Use of Water shall be subject to 14.5.5 and 14.5.6.

14.5.8 Nothing in this chapter shall be construed to derogate from a Yukon First Nation's or a Yukon Indian Person's Use of Water on Non-Settlement Land in accordance with Law.

#### **14.6.0 Government's Management Powers**

14.6.1 Notwithstanding a Yukon First Nation's ownership of certain Beds of waterbodies, Government has the right to protect and manage Water and Beds of waterbodies, and to use Water incidental to that right, throughout the Yukon for:

14.6.1.1 management, protection and research in respect of Fish and Wildlife and their habitats;

14.6.1.2 protection and management of navigation and transportation, establishment of navigation aids and devices, and dredging of the Beds of Navigable Waters;

14.6.1.3 protection of Water supplies from contamination and degradation;

14.6.1.4 emergency purposes, including fighting fires and flood and icing control;

14.6.1.5 research and sampling of Water quality and quantity; and

14.6.1.6 other such Government public purposes.

#### **Specific Provision**

14.6.2 A working group in respect of the Yukon River watershed shall be established and the specific provisions in respect thereof are set out in Schedule A - Yukon River Watershed Management Working Group, attached to this chapter.

#### **14.7.0 Water Rights of Other Parties on Settlement Land**

- 14.7.1 Subject to 14.12.0, any Person who has a right or interest in Settlement Land, except an interest in land granted by the Yukon First Nation, has the right to use Water incidental to the exercise of that right or interest in Settlement Land, if permitted by and in accordance with Laws of General Application.
- 14.7.2 Where the Board licenses a Water Use to a Person referred to in 14.7.1, the term of that Licence shall not extend beyond the term of the right or interest in Settlement Land.
- 14.7.3 A Person holding a Licence pursuant to the Northern Inland Waters Act, R.S.C. 1985, c. N-25 or a licence pursuant to the Dominion Water Power Act, R.S.C. 1985, c. W-4 for Water on or flowing through Settlement Land when such Water is on or flowing through Settlement Land, which licence was in existence on the date the land became Settlement Land, shall retain the rights thereunder as if the land had not become Settlement Land.
- 14.7.4 Where the term of a licence described in 14.7.3 is five years or more, the licensee shall have the right to apply to the Board for a renewal or replacement of the licence. The Board shall require that written notice of the application be given, in a form satisfactory to the Board, to the affected Yukon First Nation, and shall provide the affected Yukon First Nation an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Yukon First Nation.
- 14.7.5 Unless a Person has a right of access without the consent of the affected Yukon First Nation, a Person requiring the use of Settlement Land other than the Parcel covered by that Person's interest under 14.7.1 in order to exercise a right to use Water under 14.7.1 and 14.7.3 has a right of access to use that Settlement Land with the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.
- 14.7.6 The Surface Rights Board shall not make an order under 14.7.5 unless the Person seeking access satisfies the Surface Rights Board that:
- 14.7.6.1 such access is reasonably required; and
  - 14.7.6.2 such access is not also practicable and reasonable across Crown Land.
- 14.7.7 Nothing in this chapter shall be construed to limit the Board's ability to refuse to issue a Licence to a Person referred to in 14.7.0.



14.7.8 After three years from the Effective Date of a Yukon First Nation Final Agreement and only in respect to the term following the expiry of that three year period, a Person holding a Licence described in 14.7.3 shall be liable to pay compensation under the provisions of this chapter to the Yukon First Nation in respect of the exercise of such Licence, and shall be subject to the provisions of 14.11.0 and 14.12.0.

#### **14.8.0 Protection of Quantity, Quality and Rate of Flow of Water**

14.8.1 Subject to the rights of Water users authorized in accordance with this chapter and Laws of General Application, a Yukon First Nation has the right to have Water which is on or flowing through or adjacent to its Settlement Land remain substantially unaltered as to quantity, quality and rate of flow, including seasonal rate of flow.

14.8.2 A Yukon First Nation shall not use Water which is on or flowing through or adjacent to its Settlement Land so as to substantially alter the quantity, quality or rate of flow, including seasonal rate of flow, except to the extent that such Water Use is authorized in accordance with 14.5.5 and is in conformity with the terms and conditions of any Water Licence granted to the Yukon First Nation.

14.8.3 The Board shall not grant a Licence that interferes with the rights provided in favour of a Yukon First Nation in 14.8.1 unless:

14.8.3.1 notice, in a form prescribed by the Board, of receipt of an application has been given to the affected Yukon First Nation; and

14.8.3.2 the Board is satisfied that,

(a) there is no alternative which could reasonably satisfy the requirements of the applicant, and

(b) there are no reasonable measures whereby the applicant could avoid the interference.

14.8.4 In deciding whether to grant a Licence that interferes with the rights provided in favour of a Yukon First Nation in 14.8.1, the Board shall consider:

14.8.4.1 the effect of the Water Use on Fish, Wildlife and their habitats;

14.8.4.2 the effect of the Water Use on the Yukon First Nation or on a Yukon Indian Person enrolled pursuant to that Yukon First Nation Final Agreement; and

14.8.4.3 means of mitigating the interference.

- 14.8.5 If the Board grants a Licence that interferes with the rights provided in favour of a Yukon First Nation in 14.8.1, the Board shall order the licensee to pay compensation for loss or damage to the affected Yukon First Nation in accordance with 14.12.0.
- 14.8.6 A Yukon First Nation may apply to the Board to obtain an order for compensation from any Person not licensed by the Board and using Water in a manner not contrary to Laws of General Application, and the Board may order that compensation be paid where such Use substantially alters the quality, quantity or rate of flow, including seasonal rate of flow, of Water which is on or flowing through or is adjacent to its Settlement Land.
- 14.8.7 In deciding whether to issue a Licence, and in setting the terms and conditions of any Licence issued, the decision of the Board shall not conflict with a Decision Document that a Decision Body is empowered to implement.
- 14.8.8 A Yukon First Nation has a cause of action against any Person in respect of any Use of Water in violation of the terms and conditions of a Licence to use Water or contrary to Laws of General Application, which violation or contrary Use substantially alters the quality, quantity or rate of flow, including seasonal rate of flow, of Water which is on or flowing through or is adjacent to its Settlement Land, with such remedies as if the Yukon First Nation had riparian rights.
- 14.8.9 A Yukon First Nation shall have standing at all times in a court of competent jurisdiction in the Yukon to seek a declaration as to whether any Person substantially altering the quantity, quality or rate of flow, including seasonal rate of flow, of Water in that Yukon First Nation's Traditional Territory has lawful authority to do so.
- 14.8.10 In any civil court proceeding pursuant to 14.8.8 or 14.8.9, if the Yukon First Nation proves that the defendant who is in violation of a Water Licence is substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, at the place in the body of Water where the defendant's Use of Water is taking place, then the onus shall rest on the defendant to prove that such Use of Water is not substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, at any place downstream where the Yukon First Nation has the exclusive right to Use Water pursuant to 14.5.4 and the Yukon First Nation alleges there is a substantial alteration to the quality, quantity or rate of flow, including seasonal rate of flow of the Water.

14.8.11 In any civil court proceeding brought by a Person using Water in accordance with Laws of General Application against a Yukon First Nation on grounds that the Yukon First Nation is using Water contrary to this chapter or Laws of General Application, if the Person proves that the Yukon First Nation in violation of a Water Licence is substantially altering the quality, quantity or rate of flow, including seasonal rate of flow, at the place in the body of Water where the Yukon First Nation's Use of Water is taking place, then the onus shall rest on the Yukon First Nation to prove that such Use of Water is not substantially altering the quality, quantity or the rate of flow, including seasonal rate of flow, at any place downstream where the Person is using Water and that Person alleges there is a substantial alteration of the quality, quantity or rate of flow, including seasonal rate of flow of the Water.

#### **14.9.0 Protection of Yukon First Nation Traditional Uses on Non-Settlement Land**

14.9.1 Before granting a Licence in any drainage basin in the Yukon that causes substantial alteration in the quality, quantity or rate of flow, including seasonal rate of flow, of Water so as to adversely affect a Traditional Use by a Yukon Indian Person in that Yukon Indian Person's Traditional Territory, the Board shall:

14.9.1.1 give notice, in a form prescribed by the Board, of receipt of an application to the affected Yukon First Nation; and

14.9.1.2 upon request of the affected Yukon First Nation, consider whether,

(a) there is an alternative which could reasonably satisfy the requirements of the applicant while avoiding any adverse effect on the Traditional Use, and

(b) there are reasonable measures whereby the applicant could avoid the adverse effect.

14.9.2 A licensee who substantially alters the quality, quantity or rate of flow, including seasonal rate of flow, of Water in violation of a Licence or contrary to Law in a manner which causes loss or damage arising from an interference with a Traditional Use by a Yukon Indian Person within that Yukon Indian Person's Traditional Territory shall be liable to pay compensation pursuant to 14.12.0 for such loss or damage thereby caused to that Yukon Indian Person.



#### **14.10.0 Interjurisdictional Agreements**

- 14.10.1 Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.
- 14.10.2 Government shall Consult with affected Yukon First Nations with respect to the formulation of Government positions on the management of Water in a shared drainage basin within those Yukon First Nations' Traditional Territories in negotiating an agreement pursuant to 14.10.1.

#### **14.11.0 Water Use Disputes**

- 14.11.1 A Yukon First Nation may apply to the Board to determine whether:
  - 14.11.1.1 there is an alternative that will reasonably satisfy the requirements of a licensee without interfering with the right of the Yukon First Nation to have Water which is on or flowing through or adjacent to its Settlement Land remain substantially unaltered as to quantity, quality or rate of flow, including seasonal rate of flow;
  - 14.11.1.2 measures can be taken to avoid interference with Water rights referred to in 14.11.1.1 and Uses of Water of the Yukon First Nation;
  - 14.11.1.3 the Water licensee is in compliance with the terms and conditions of a Licence;
  - 14.11.1.4 the terms and conditions of a Licence need to be reviewed due to unforeseen impacts on the Yukon First Nation; or
  - 14.11.1.5 the Yukon First Nation is entitled to compensation under the provisions of this chapter.
- 14.11.2 In addition to any other powers available to the Board, on application being made to the Board under 14.11.1, the Board may make an order amending, suspending or cancelling the Licence, or deciding that the Yukon First Nation is entitled to compensation by the licensee, or a combination of the foregoing.
- 14.11.3 Where an application under 14.11.1 is being considered by the Board and prior to the Board's decision thereon, the Board may make an interim order restraining the Water licensee from exercising such rights with respect to Water as are specified in the interim order and containing such terms and conditions as the Board may determine including the payment of interim compensation.

- 14.11.4 The Board may require a Water licensee to provide evidence of financial responsibility in a form satisfactory to the Board, including cash deposit, letter of credit, performance bond or other form of financial instrument conditioned on due performance by the Water licensee of the provisions of the Licence, including provisions, terms and conditions and orders of the Board relating to abandonment, reclamation and restoration of the environment.
- 14.11.5 A Yukon Indian Person may apply to the Board to determine whether he is entitled to compensation pursuant to 14.9.2.
- 14.11.6 Where the Board pursuant to 14.11.5 determines that a Yukon Indian Person is entitled to compensation, the Board may exercise the powers set out in 14.11.2, 14.11.3 and 14.11.4.

#### **14.12.0 Compensation**

- 14.12.1 Compensation to be paid to a Yukon First Nation or a Yukon Indian Person pursuant to this chapter shall only be for provable loss or damage to the Yukon First Nation or Yukon Indian Person.
- 14.12.2 The amount and terms of compensation set out in 14.12.1 shall be determined by the Board.
- 14.12.3 When determining the amount and terms of compensation to be paid to a Yukon First Nation pursuant to this chapter, the Board shall consider:
- 14.12.3.1 the effect of the Water Use on the Yukon First Nation's Use of Water on or adjacent to its Settlement Land;
  - 14.12.3.2 the effect of the Water Use on the Yukon First Nation's Settlement Land, taking into account any cultural or special value of the land to the Yukon First Nation;
  - 14.12.3.3 the nuisance, inconvenience and noise caused by the Water Use to the Yukon First Nation on Settlement Land;
  - 14.12.3.4 the increment of the Water alteration caused by the Water Use;
  - 14.12.3.5 the cost of mitigation and restoration of the Settlement Land;
  - 14.12.3.6 the duration of any of the above; and
  - 14.12.3.7 any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.

- 14.12.4 In a determination, pursuant to 14.12.3, of compensation payable to a Yukon First Nation, the loss or damage suffered by the Yukon First Nation for activity contrary to 14.8.1 shall include the loss or damage suffered by a Yukon Indian Person enrolled under that Yukon First Nation Final Agreement, but shall not include loss or damage compensable pursuant to 14.9.2.
- 14.12.5 In determining loss or damage suffered by a Yukon Indian Person under 14.12.4, the Board shall consider:
- 14.12.5.1 the effect of the Water Use on the Yukon Indian Person's Use of Water on or adjacent to the affected Yukon First Nation's Settlement Land;
  - 14.12.5.2 the effect of the Water Use on Fish and Wildlife Harvesting by the Yukon Indian Person enrolled under that Yukon First Nation Final Agreement;
  - 14.12.5.3 the increment of the Water alteration caused by the Water Use;
  - 14.12.5.4 the duration of any of the above; and
  - 14.12.5.5 any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.
- 14.12.6 When determining the amount and terms of compensation to be paid to a Yukon Indian Person pursuant to 14.9.2, the Board shall consider:
- 14.12.6.1 subject to 14.12.6.2, the effect of the unlawful Use of Water on the Yukon Indian Person's Traditional Use of Water in that Yukon Indian Person's Traditional Territory;
  - 14.12.6.2 the effect of the unlawful Use of Water on a Yukon Indian Person's Traditional Use in relation to traditional heritage, culture and spiritual purposes, but only on or adjacent to the Settlement Land of the Yukon First Nation under whose Yukon First Nation Final Agreement that Yukon Indian Person is enrolled;
  - 14.12.6.3 the incremental effect of the unlawful Use of Water on the Yukon Indian Person's Traditional Use;
  - 14.12.6.4 the cost to the Yukon Indian Person of mitigation of damage caused to Settlement Land and restoration of Settlement Land for the Traditional Use;
  - 14.12.6.5 the duration of any of the above; and
  - 14.12.6.6 any other factors set out in the Northern Inland Waters Act, R.S.C. 1985, c. N-25.



- 14.12.7 The Board may order periodic or lump sum compensation or both.
- 14.12.8 The Board may, on application, review and amend a compensation order from time to time to take into account changing circumstances.
- 14.12.9 The Board may award costs including interim costs and such costs may exceed costs which a court could award in a legal proceeding.
- 14.12.10 An order of the Board for compensation or for costs pursuant to 14.12.0 shall be enforceable as if it were an order of the Supreme Court of the Yukon.

## SCHEDULE A

### YUKON RIVER WATERSHED MANAGEMENT WORKING GROUP

#### **1.0 Definitions**

1.1 In this schedule, the following definitions shall apply.

"Area" means that portion of the Yukon River watershed comprising Bennett Lake, Nares Lake, Tagish Lake, Marsh Lake, the Yukon River from Marsh Lake to Lake Laberge, and Lake Laberge.

"Participating Yukon First Nations" means the Carcross/Tagish First Nation and the Ta'an Kwach'an Council, or either of them, provided that their respective Final Agreements contain provisions substantially the same as this schedule.

"Working Group" means the working group established under 2.1 and includes the joint working group merged under 2.4.1 or 2.4.2, as the context requires.

#### **2.0 Establishment**

2.1 The Working Group shall be established, as soon as practicable after the Effective Date of this Agreement, to make recommendations designed to promote, in relation to that portion of the Area located within the Traditional Territory of the Kwanlin Dun First Nation:

- 2.1.1 public awareness and appreciation of the Water, including respect for the traditional and current use of the Water by Yukon Indian People and respect for the historical and current use of the Water by others;
- 2.1.2 responsible residential, commercial, recreational and other uses of the Water and shoreline lands bordering the Water;
- 2.1.3 coordination and facilitation of the efforts of Government, Yukon First Nations and communities in or downstream from the Area, to maintain or improve the health of the Water and related shorelines; and
- 2.1.4 the protection and enhancement of Freshwater Fish and Salmon and their habitat.

2.2 Subject to 2.4, the Working Group shall be comprised of four members, of whom two shall be nominated by the Kwanlin Dun First Nation and two shall be nominated jointly by Canada and the Yukon.

2.3 Persons nominated to the Working Group shall have familiarity with land and Water in all or parts of the Area.

2.4 Unless the Working Group under this Agreement has already delivered its recommendations pursuant to 3.0, upon the Effective Date of the Final Agreement of a Participating Yukon First Nation, the Yukon River Watershed Management Working Group provided for under that Final Agreement and the Working Group under this Agreement shall be merged to form one joint Working Group, to make recommendations in respect of that portion of the Area located within the Traditional Territories of the Kwanlin Dun First Nation and the Participating Yukon First Nation, and shall be comprised of either four or six members as follows:

2.4.1 if the joint Working Group is formed from the merger of Working Groups under this Agreement and the Final Agreement of one Participating Yukon First Nation, then the joint Working Group shall be comprised of four members, of whom one shall be nominated by the Kwanlin Dun First Nation, one shall be nominated by the Participating Yukon First Nation and two shall be nominated jointly by Canada and the Yukon;

2.4.2 if the joint Working Group is formed from the merger of Working Groups under this Agreement and the Final Agreements of two Participating Yukon First Nations, then the joint Working Group shall be comprised of six members, of whom one shall be nominated by the Kwanlin Dun First Nation, one shall be nominated by each of the two Participating Yukon First Nations, and three shall be nominated jointly by Canada and the Yukon.

### **3.0 Recommendations**

3.1 The recommendations of the Working Group shall be made to Government, the Kwanlin Dun First Nation and the Participating Yukon First Nations.

3.2 In preparing its recommendations, the Working Group shall:

3.2.1 provide for a public consultation process including consultation with affected communities in the Area; and



3.2.2 consider the traditional knowledge and experience of Yukon Indian People in relation to the Water.

3.3 Prior to submitting its recommendations, the Working Group shall provide its proposed recommendations, for review and comments, to:

3.3.1 the Renewable Resources Councils having jurisdiction in the Area;

3.3.2 any Regional Land Use Planning Commissions established for the Area;

3.3.3 the Yukon Fish and Wildlife Management Board;

3.3.4 the Salmon Sub-Committee;

3.3.5 the Yukon River Inter-Tribal Watershed Council established pursuant to an accord among various Yukon First Nations and Alaskan tribes; and

3.3.6 the Government of British Columbia.

3.4 The Working Group shall make best efforts to deliver its recommendations within 24 months of the date upon which it was first established pursuant to this Agreement or a Final Agreement of a Participating Yukon First Nation.

#### **4.0 Review and Support**

4.1 Within 90 days of receipt of the recommendations, Government, the Kwanlin Dun First Nation, and any Participating Yukon First Nation shall jointly review the recommendations with a view to reaching consensus as to which, if any, of the recommendations they will each support.

4.2 If consensus is not obtained pursuant to 4.1, Government, the Kwanlin Dun First Nation and any Participating Yukon First Nation shall refer the recommendations back to the Working Group for reconsideration with written reasons as to which recommendations they each support or reject.

4.3 Within 90 days of a referral for reconsideration, the Working Group shall reconsider its recommendations and make its final recommendations to Government, the Kwanlin Dun First Nation and any Participating Yukon First Nation.

- 4.4 Within 60 days following receipt of the final recommendations, Government, the Kwanlin Dun First Nation and any Participating Yukon First Nation shall advise each other, in writing, which recommendations, if any, they are prepared to support, together with reasons for that decision.

## **5.0 Implementation and Review**

- 5.1 The recommendations supported by Government, the Kwanlin Dun First Nation and the Participating Yukon First Nations may be implemented to the extent possible within program resources which may be available to each of them from time to time.
- 5.2 Nothing in this schedule shall be construed to impose upon Government, the Kwanlin Dun First Nation, or a Participating Yukon First Nation any new financial or other obligation to implement the recommendations which each supports.
- 5.3 Government, the Kwanlin Dun First Nation and the Participating Yukon First Nations, or any of them, may develop mechanisms or enter into agreements to facilitate cooperative implementation of the recommendations which they each support.
- 5.4 Nothing in this schedule shall be construed to provide, and nothing in the recommendations shall provide, for overlap or redundancy with established public processes dealing with uses of water or land, including hydro-electric generation, or other processes established pursuant to Settlement Agreements.
- 5.5 Government, the Kwanlin Dun First Nation, and the Participating Yukon First Nations shall meet, within 3 months of the third, sixth and ninth anniversaries of Government's receipt of the recommendations from the Working Group, and thereafter as the parties may agree, to jointly review:
- 5.5.1 progress of implementation of the supported recommendations;
  - 5.5.2 progress in meeting the objectives of the recommendations as set out in 2.1; and
  - 5.5.3 the recommendations which were not supported by one or more of them and reconsider whether those recommendations could be supported.

## **6.0 Transboundary Cooperation**

- 6.1 Government, the Kwanlin Dun First Nation and the Participating Yukon First Nations shall make best efforts to encourage the Government of British Columbia to adopt measures similar or compatible with this schedule for the Yukon River watershed within British Columbia.



## **CHAPTER 15 - DEFINITION OF BOUNDARIES AND MEASUREMENT OF AREAS OF SETTLEMENT LAND**

### **15.1.0 Definitions**

In this chapter, the following definitions shall apply.

"Artificial Boundary" means a boundary formed by a straight line or curve of prescribed radius joining points established on the ground by Monuments.

"Monument" means any device authorized by the Surveyor General to mark a boundary in a legal survey executed under some statutory authority.

"Offset Natural Boundary" means a sinuous boundary parallel to the sinuosities of a Natural Boundary at a prescribed perpendicular distance from the Natural Boundary.

"Ordinary High Water Mark" of a body of water means the limit or edge of its bed and in the case of non-tidal waters it may be called "the bank" or "the limit of the bank".

"Rural Settlement Land" means the lands identified by the notation "R" on maps appended to each Yukon First Nation Final Agreement.

"Settlement Land Committee" means a committee described in 15.3.0.

"Special Management Area" means a Special Management Area as defined in 10.2.0.

"Surveyor General" means the Surveyor General of Canada Land appointed in the manner authorized by Law or a person authorized by the Minister of Energy, Mines and Resources to carry out any or all of the duties of the Surveyor General.

"UTM Grid" means the Universal Transverse Mercator projection system grid lines shown on map sheets of the National Topographic Series published by the Surveys, Mapping and Remote Sensing Sector of the Department of Energy, Mines and Resources. For greater certainty, the UTM Grid datum shall be the reference datum existing at the time of compilation of each particular map sheet.

### **15.2.0 Administration of Surveys of Settlement Land**

- 15.2.1 The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6.

- 15.2.2 The boundaries of Special Management Areas may be shown on an administrative or explanatory plan authorized and approved by the Surveyor General pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6, without a full survey of the boundaries.
- 15.2.3 Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.
- 15.2.4 The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.
- 15.2.5 The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.
- 15.2.6 Canada may establish, as necessary, either prior to or in conjunction with Settlement Legislation, control survey monuments along unsurveyed Major Highways and in the vicinity of Settlement Land in order to expedite the efficient survey of Settlement Land. The method of establishment of and specifications for density and accuracy of control survey monuments shall be decided by the Surveys, Mapping and Remote Sensing Sector, Department of Energy, Mines and Resources.
- 15.2.7 Subject to 15.6.7, Canada shall pay the full cost of surveying all Settlement Land pursuant to 15.2.1, and pay the full cost of describing and depicting Special Management Areas as necessary.
- 15.2.8 The cost of subsequent surveys of Settlement Land shall be the responsibility of the Yukon First Nation.
- 15.2.9 Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.
- 15.2.10 Surveys of Settlement Land shall be effected as soon as resources will allow.

### **15.3.0 Settlement Land Committees**

- 15.3.1 There shall be established with each Yukon First Nation, no later than one month after the signing of its Yukon First Nation Final Agreement, a Settlement Land Committee, comprised of one representative appointed by the Surveyor General to be chairperson, no more than two representatives appointed by Government and no more than two representatives appointed by the Yukon First Nation.

- 15.3.2 Subject to 15.3.1, where interests in Parcels of Settlement Land are currently under the administration and control of Canada, the Minister of Indian Affairs and Northern Development shall appoint a Government representative.
- 15.3.3 Subject to 15.3.1, where interests in Parcels of Settlement Land are currently under the administration and control of the Yukon, the Yukon shall appoint a Government representative.
- 15.3.4 Each Settlement Land Committee shall, in accordance with the principles described in 15.3.5, be responsible for:
- 15.3.4.1 the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
  - 15.3.4.2 determining priorities for the survey of all Settlement Land; and
  - 15.3.4.3 indication to the Surveyor General of portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of the Yukon First Nation and the public.
- 15.3.5 In determining priorities for the identification and selection of Site Specific Settlement Land and for the survey of all Settlement Land, the Settlement Land Committee shall have regard to the following principles:
- 15.3.5.1 the priorities of the Yukon First Nation;
  - 15.3.5.2 efficiency and economy; and
  - 15.3.5.3 the necessity to clarify boundaries because of imminent public or private development on adjacent lands.
- 15.3.6 To the extent practicable, between the Effective Date of each Yukon First Nation Final Agreement and the date of confirmation of a plan of survey of any particular Parcel of Settlement Land or Site Specific Settlement Land, Yukon Indian People shall not be precluded from the interim use and enjoyment of that Parcel by reason only that a plan of survey of that Parcel has not been confirmed.
- 15.3.7 During the period described in 15.3.6:
- 15.3.7.1 each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;



- 15.3.7.2 each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and
- 15.3.7.3 Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.
- 15.3.8 Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0.
- 15.3.9 Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the affected Yukon First Nation.

#### **15.4.0 Selection of Boundaries of Settlement Land**

- 15.4.1 Boundaries of Settlement Land or Special Management Areas shall be:
- 15.4.1.1 Artificial Boundaries;
- 15.4.1.2 Natural Boundaries, including but not limited to the Ordinary High Water Mark of Water, and well-defined heights of land; or
- 15.4.1.3 a combination of 15.4.1.1 and 15.4.1.2.
- 15.4.2 Where Natural Boundaries are used, the following provisions shall apply:
- 15.4.2.1 except as agreed to by the parties to a Yukon First Nation Final Agreement, Natural Boundaries of Settlement Land along Navigable Water and non-Navigable Water shall be located on the Ordinary High Water Mark;

#### **Specific Provision**

- (a) Any exception to 15.4.2.1 for Kwanlin Dun First Nation Settlement Land is set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

- 15.4.2.2 Natural Boundaries, except Natural Boundaries of bodies of water as set out in 15.4.3, shall move with the various natural processes of erosion and accretion, and where an offset Natural Boundary is prescribed, it is also deemed to move and vary according to this natural movement of the Natural Boundary; and
- 15.4.2.3 where a Natural Boundary of Settlement Land involves a height of land which, in the opinion of the Surveyor General, is not well defined and where there is a requirement to establish all or part of that boundary by field survey, the Surveyor General shall have the authority to replace the sinuities of the height of land by a series of monumented Artificial Boundaries closely approximating its mean position.
- 15.4.3 Where alteration of a natural river or lake is proposed for hydro-electric or other development purposes and such alteration affects a boundary or boundaries, any resurveys required for the proper redefinition of Settlement Land shall be undertaken at the cost of the proponent of the development.
- 15.4.4 At the time of field survey of boundaries of Settlement Land, recognition shall be given to the map features and grid lines as shown on maps comprising an Appendix to each Yukon First Nation's Final Agreement.
- 15.4.4.1 Notwithstanding any subsequently discovered inaccuracies in the plotting of features or improvements from which the location of Proposed Site Specific Settlement Land was determined, for the purposes of 5.14.0, the actual location of the Proposed Site Specific Settlement Land shall be determined by its actual proximity or relationship to this feature or improvement.
- 15.4.5 Each Settlement Land Committee shall indicate and identify any critical features intended to be enclosed in Settlement Land.

## **15.5.0 Monumentation of Boundaries of Settlement Land**

- 15.5.1 The boundaries of Settlement Land shall be defined by Monuments placed in accordance with applicable regulations and instructions of the Surveyor General and in particular at the following locations:
- 15.5.1.1 all points of deflection of Artificial Boundaries and at intervals to be specified by the Surveyor General;
- 15.5.1.2 all terminal points where an Artificial Boundary intersects an Artificial Boundary or Natural Boundary and, in the case of intersection with a Natural Boundary of a body of water, the Monuments shall be set back from the Natural Boundary on the Artificial Boundary at a reasonable and safe distance from the said Natural Boundary; and

- 15.5.1.3 all intersections of Artificial Boundaries with the prescribed limits of a surveyed or unsurveyed Major Highway, a Road or other right-of-way, established on each side of the Major Highway, Road or right-of-way.

#### **15.6.0 Measurement of Areas of Settlement Land**

- 15.6.1 The Surveyor General shall have the discretion to adjust the boundaries agreed to in each Yukon First Nation's Final Agreement in order to achieve the total land area agreed upon in such Yukon First Nation Final Agreement in accordance with 15.6.2.
- 15.6.2 The calculation of the total area of Settlement Land for each Yukon First Nation shall commence with Settlement Land within a Community Boundary and proceed in increasing Parcel size to the Site Specific Settlement Land and Rural Settlement Land. Any adjustment of boundaries of Settlement Land required shall be to the boundary or to those boundaries as agreed upon in the Yukon First Nation Final Agreement.

##### **Specific Provision**

- 15.6.2.1 The boundaries that may be adjusted pursuant to 15.6.2 for Kwanlin Dun First Nation Settlement Land are set out in Appendix A - Settlement Land Descriptions, attached to this Agreement.

- 15.6.3 The areas of surveyed Settlement Land shall be calculated using plane surveying methods.
- 15.6.4 The areas of larger Special Management Areas shall be computed using UTM Grid lines or lines between coordinate points as boundaries. The areas shall be computed on the map projection plane for the area and shall be transformed by calculation to the mean ground elevation for each parcel. The maps utilized shall be the most accurate maps available in the opinion of the Surveyor General.
- 15.6.5 The area of larger Parcels of Rural Settlement Land having numerous Natural Boundaries shall be determined by ground survey techniques or by utilizing the most accurate maps or aerial photographs available, or by any combination of the foregoing which, in the opinion of the Surveyor General, will give satisfactory accuracy. The areas calculated by plane survey or graphical methods or a combination of the two shall be calculated at mean ground elevation for the Parcel concerned.



15.6.6 Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the Parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.

15.6.7 If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.

15.6.8 After resolution of any disagreement pursuant to 15.6.7, the plan shall be returned directly to the Surveyor General for confirmation.

15.6.9 The determination and delineation of a Yukon First Nation's total land area pursuant to 15.6.0 shall be final and shall be governed by the Artificial and Natural Boundaries thereby established, notwithstanding:

15.6.9.1 any discrepancy subsequently discovered between computed areas and areas enclosed by those boundaries; or

15.6.9.2 any changes to the areas of Settlement Land caused by the gradual and imperceptible movements of Natural Boundaries.

## **15.7.0 Employment and Economic Opportunities**

15.7.1 Where employment in surveying of Settlement Land is generated as a direct consequence of a Yukon First Nation Final Agreement, the parties to the Yukon First Nation Final Agreement shall negotiate as part of that Yukon First Nation Final Agreement, the participation of Yukon Indian People who have appropriate qualifications or experience, in such employment, and the determination of such qualifications and experience.

### **Specific Provision**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Kwanlin Dun First Nation Settlement Land, Government shall include among the factors for consideration, employment of Kwanlin Dun, and Kwanlin Dun and Kwanlin Dun First Nation ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
- 15.7.1.2 The Kwanlin Dun First Nation and Government shall ensure that qualifications and experience requirements for employment of Kwanlin Dun in the surveying of Kwanlin Dun First Nation Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Kwanlin Dun.
- 15.7.1.3 Qualified Kwanlin Dun shall have first priority for employment in the surveying of Kwanlin Dun First Nation Settlement Land on the same terms and conditions that such employment would be offered to any other person with the appropriate qualifications and experience.
- 15.7.1.4 Nothing in 15.7.1.1 shall be construed to mean that the criteria for employment of Kwanlin Dun or for Kwanlin Dun and Kwanlin Dun First Nation ownership or equity investment shall be the determining criteria in the award of any contract.

- 15.7.2 Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.

## **SCHEDULE A - MAJOR HIGHWAYS**

Yukon Highway # 1	Alaska Highway
Yukon Highway # 2	Klondike Highway
Yukon Highway # 3	Haines Road
Yukon Highway # 4	Campbell Highway
Yukon Highway # 5	Dempster Highway
Yukon Highway # 6	Canol Road
Yukon Highway # 7	Atlin Road
Yukon Highway # 8	Tagish Road
Yukon Highway # 9	Top of the World Highway (Dawson - Boundary Road)
Yukon Highway # 10	Nahanni Range Road
Yukon Highway # 11	Silver Trail
Yukon Highway # 37	Cassiar Road





## **CHAPTER 16 — FISH AND WILDLIFE**

### **16.1.0 Objectives**

16.1.1 The objectives of this chapter are as follows:

- 16.1.1.1 to ensure Conservation in the management of all Fish and Wildlife resources and their habitats;
- 16.1.1.2 to preserve and enhance the renewable resources economy;
- 16.1.1.3 to preserve and enhance the culture, identity and values of Yukon Indian People;
- 16.1.1.4 to ensure the equal participation of Yukon Indian People with other Yukon residents in Fish and Wildlife management processes and decisions;
- 16.1.1.5 to guarantee the rights of Yukon Indian People to harvest and the rights of Yukon First Nations to manage renewable resources on Settlement Land;
- 16.1.1.6 to integrate the management of all renewable resources;
- 16.1.1.7 to integrate the relevant knowledge and experience both of Yukon Indian People and of the scientific communities in order to achieve Conservation;
- 16.1.1.8 to develop responsibilities for renewable resource management at the community level;
- 16.1.1.9 to honour the Harvesting and Fish and Wildlife management customs of Yukon Indian People and to provide for the Yukon Indian People's ongoing needs for Fish and Wildlife;
- 16.1.1.10 to deal fairly with all Yukon residents who use Fish and Wildlife resources in the Yukon; and
- 16.1.1.11 to enhance and promote the full participation of Yukon Indian People in renewable resources management.

### **16.2.0 Definitions**

In this chapter, the following definitions shall apply.

"Basic Needs Level" means the number of harvestable animals of a species negotiated in a Yukon First Nation Final Agreement as a harvest allocation to a Yukon First Nation in its Traditional Territory in accordance with 16.9.0.

"Board" means the Fish and Wildlife Management Board established pursuant to 16.7.0.

"Category 1 Trapline" means a trapline so designated pursuant to 16.11.0.

"Category 2 Trapline" means a trapline not designated as a Category 1 Trapline.

"Council" means a Renewable Resources Council established pursuant to 16.6.0.

"Edible Fish or Wildlife Product" means the flesh or organs of Fish or Wildlife that are used for food by people or domestic animals.

"Furbearer" means any of the following species native to the Yukon: Castor including beaver; Alopex including white fox or arctic fox; Lutra including otter; Lynx including lynx; Martes including martens and fishers; Mustela including weasel and mink; Ondatra including muskrat; Vulpes including red, cross, black and silver fox; Gulo including wolverine; Canis including wolves and coyotes; Marmota including marmots; Tamiasciurus including red squirrel; and Spermophilus including ground squirrels.

"Non-Consumptive Use" means a Use of Fish and Wildlife that does not involve Harvesting.

"Non-Edible By-Product" means the fur, hide, skin, antlers, horns, skeleton or other portions of Fish or Wildlife not used for food but used for other purposes including but not limited to clothing, medicine, domestic or personal decoration, or art.

"Sub-Committee" means the Salmon Sub-Committee established pursuant to 16.7.17.

"Subsistence" means:

- (a) the use of Edible Fish or Wildlife Products by a Yukon Indian Person for sustenance and for food for traditional ceremonial purposes including potlatches; and
- (b) the use by a Yukon Indian Person of Non-Edible By-Products of harvests under (a) for such domestic purposes as clothing, shelter or medicine, and for domestic, spiritual and cultural purposes; but



- (c) except for traditional production of handicrafts and implements by a Yukon Indian Person, does not include commercial uses of Edible Fish or Wildlife Products or Non-Edible By-Products.

"Total Allowable Catch" means the total number of Salmon of a particular species and in a particular drainage basin which return to Canadian waters and which, in the manner established by this chapter, are deemed not to be required for Conservation.

"Total Allowable Harvest" means the total number of animals of a Freshwater Fish or Wildlife species which, in the manner established by this chapter, are deemed not to be required for Conservation.

"Use" includes both Harvesting and non-consumptive activities.

### **16.3.0 General**

- 16.3.1 This chapter sets out powers and responsibilities of Government and Yukon First Nations for the management of Fish and Wildlife and their habitats, while, subject to 16.5.1.1, 16.5.1.2 and 16.5.1.3, respecting the Minister's ultimate jurisdiction, consistent with this chapter, for the management of Fish and Wildlife and their habitats.
- 16.3.2 The management and Harvesting of Fish, Wildlife and their habitats shall be governed by the principle of Conservation.

#### **Specific Provision**

- 16.3.2.1 A committee in respect of the Southern Lakes Area shall be established and the specific provisions in respect thereof are set out in Schedule B - Southern Lakes Wildlife Coordinating Committee, attached to this chapter.
- 16.3.2.2 Canada shall contribute toward participation of the Kwanlin Dun First Nation in the Whitehorse fishway redevelopment project planned by the Yukon Energy Corporation and its partners, including participation in:
- (a) joint planning and visioning with regard to the redevelopment and management of the Whitehorse fishway and hatchery;
  - (b) planning related to fish stock rehabilitation and conservation issues;

(c) redevelopment of the Whitehorse fishway and hatchery facilities.

- 16.3.3 The exercise of rights under this chapter is subject to limitations provided for elsewhere in Settlement Agreements and to limitations provided in Legislation enacted for purposes of Conservation, public health or public safety.
- 16.3.3.1 Any limitation provided for in Legislation pursuant to 16.3.3 must be consistent with this chapter, reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.
- 16.3.3.2 Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.
- 16.3.4 Nothing in this or any other chapter is intended to confer rights of ownership in any Fish or Wildlife.
- 16.3.5 Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.
- 16.3.6 Except as provided in this chapter and in Yukon First Nation Final Agreements, nothing shall prevent Yukon residents and others from Harvesting Fish and Wildlife in accordance with Legislation.
- 16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.
- 16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.
- 16.3.9 Nothing in the Umbrella Final Agreement shall be construed as an admission by Government that the Migratory Birds Convention Act, R.S.C. 1985, c. M-7 does not satisfy the terms of 16.3.3.
- 16.3.10 For the purposes of application of 16.3.3 to Harvesting rights of Yukon Indian People for migratory birds, Conservation includes considerations related to conservation of Migratory Game Birds indigenous to the Yukon while those Migratory Game Birds are in other jurisdictions.

- 16.3.11 Notwithstanding anything in this chapter, where there is a conflict between this chapter and the 1987 Canada-USA Agreement on the Conservation of the Porcupine Caribou Herd, the 1985 Porcupine Caribou Management Agreement, or the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon, those agreements and the Treaty shall prevail to the extent of the conflict. Any amendments to those agreements or the Treaty shall not be construed to diminish or adversely affect the rights of Yukon First Nations or Yukon Indian People under this chapter and Yukon First Nation Final Agreements.
- 16.3.12 Nothing in this chapter shall be construed to grant Yukon Indian People any right to buy, sell, or offer for sale any Migratory Game Bird, Migratory Game Bird's egg or parts thereof not authorized for sale by Legislation.
- 16.3.13 Nothing in this chapter shall be construed to prevent any person from killing Fish and Wildlife for survival in an emergency. Any such kill shall be reported according to requirements established by the Board and shall be without prejudice to any Basic Needs Level or adjusted Basic Needs Level that may be in force from time to time.
- 16.3.14 Subject to 10.4.0, and except as provided in the Inuvialuit Final Agreement and in the specific provisions for National Parks in the Yukon First Nation Final Agreements for the Vuntut Gwitchin First Nation, the Champagne and Aishihik First Nations, the Kluane First Nation and the White River First Nation, Harvesting and management of Fish and Wildlife within National Parks shall be in accordance with the National Parks Act, R.S.C. 1985, c. N-14.
- 16.3.14.1 The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.
- 16.3.15 It is intended that there not be any duplication in the public management of Fish and Wildlife.
- 16.3.16 Except as otherwise provided in Laws of General Application, no Person shall waste Edible Fish or Wildlife Products.
- 16.3.17 In the management of Fish and Wildlife and the harvest allocation of Fish and Wildlife, Non-Consumptive Uses of the resources shall be taken into account.



#### **16.4.0 Yukon Indian People**

- 16.4.1 Subject to a Yukon First Nation Final Agreement, nothing in this chapter affects any right, entitlement or qualification of Yukon Indian People to harvest Fish and Wildlife outside the Yukon. In addition, nothing in this chapter shall preclude negotiations between a Yukon First Nation and Canada, the Government of British Columbia or the Government of the Northwest Territories for rights to harvest Fish and Wildlife within the Yukon First Nation's traditional territory in British Columbia or the Northwest Territories.
- 16.4.2 Yukon Indian People shall have the right to harvest for Subsistence within their Traditional Territory, and with the consent of another Yukon First Nation in that Yukon First Nation's Traditional Territory, all species of Fish and Wildlife for themselves and their families at all seasons of the year and in any numbers on Settlement Land and on Crown Land to which they have a right of access pursuant to 6.2.0, subject only to limitations prescribed pursuant to Settlement Agreements.
- 16.4.3 Yukon Indian People shall have the right to employ within their Traditional Territories traditional and current methods of and equipment for Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon, subject to limitations prescribed pursuant to Settlement Agreements.
- 16.4.4 Yukon Indian People shall have the right to give, trade, barter or sell among themselves and with beneficiaries of adjacent Transboundary Agreements in Canada all Edible Fish or Wildlife Products harvested by them pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon, in order to maintain traditional sharing among Yukon Indian People and with beneficiaries of adjacent Transboundary Agreements for domestic purposes but not for commercial purposes.
- 16.4.4.1 Subject to Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, at the request of the Council for Yukon Indians, Government shall enter into negotiations with the Yukon First Nations with a view to amending 16.4.4 and other relevant provisions of the Umbrella Final Agreement as they apply to the commercial trade, barter and sale of Salmon, provided Government has enacted regulations under the Fisheries Act, R.S.C. 1985, c. F-14, or entered into an agreement with an aboriginal people of British Columbia, which regulations or agreement provide for the trade, barter or sale of Salmon, other than in a test fishery, with fewer restrictions than are set out in 16.4.4.

- 16.4.5 Subject to Laws of General Application, unless otherwise specified in a Yukon First Nation Final Agreement, or as may be agreed to by the parties to the Umbrella Final Agreement, Yukon Indian People shall have the right to give, trade, barter or sell to any person any Non-Edible By-Product of Fish and Wildlife that is obtained from the Harvesting of Furbearers or incidental to Harvesting pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon.
- 16.4.6 The right to harvest pursuant to 16.4.2, or limited pursuant to a Basic Needs Level allocation or pursuant to a basic needs allocation of Salmon includes the right to possess and transport Fish and Wildlife parts and products in the Yukon and in other areas where provided for in Transboundary Agreements.
- 16.4.7 A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nation's Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.
- 16.4.8 Subject to 16.4.9, a Yukon Indian Person may be required to show proof of any of the matters listed in 16.4.7.
- 16.4.9 A Yukon Indian Person who is 55 years of age or older at the Effective Date of the Yukon First Nation Final Agreement under which that Yukon Indian Person is enrolled shall not be required to show proof of enrollment under 16.4.7 but shall be required to identify himself or herself where necessary.
- 16.4.10 Government shall not impose any fee or tax on Yukon Indian People in respect of any permit or license to harvest Fish or Wildlife pursuant to 16.4.2, 16.9.0 or 16.10.1.
- 16.4.11 Subject to Yukon First Nation Final Agreements, Yukon Indian People shall comply with Laws of General Application when participating in resident or commercial harvesting.
- 16.4.11.1 Yukon Indian People shall have the right to use leg-hold drowning sets for Furbearer Harvesting unless the Minister, upon recommendation of the Board, determines that such sets are inhumane.

#### **16.5.0 Yukon First Nations**

- 16.5.1 Each Yukon First Nation shall have the following powers and responsibilities. Subject to the terms of each Yukon First Nation's Final Agreement, each Yukon First Nation:

- 16.5.1.1 may manage, administer, allocate or otherwise regulate the exercise of the rights of Yukon Indian People under 16.4.0 within the geographical jurisdiction of the Council established for that Yukon First Nation's Traditional Territory by,
- (a) Yukon Indian People enrolled pursuant to that Yukon First Nation Final Agreement,
  - (b) other Yukon Indian People who are exercising rights pursuant to 16.4.2, and
  - (c) except as otherwise provided in a Transboundary Agreement, members of a transboundary claimant group who are Harvesting pursuant to that Transboundary Agreement in that Yukon First Nation's Traditional Territory,
- where not inconsistent with the regulation of those rights by Government in accordance with 16.3.3 and other provisions of this chapter;
- 16.5.1.2 shall have the final allocation authority for that Yukon First Nation's Category 1 Traplines;
- 16.5.1.3 may align, realign or group Category 1 Traplines where such alignments, realignments or groupings do not affect Category 2 Traplines;
- 16.5.1.4 shall work with the Board and the Council to establish methods to administer Basic Needs Level harvests, including the issuance of permits, licences or tags and the setting of fees;
- 16.5.1.5 may identify and propose from time to time an adjusted Basic Needs Level for the Yukon First Nation for consideration by the Board;
- 16.5.1.6 may distribute to Yukon Indian People, or other Yukon residents, any portion of that Yukon First Nation's Basic Needs Level allocation, subject to 16.5.1.7;
- 16.5.1.7 shall not charge a fee to persons other than Yukon Indian People for Harvesting any of that Yukon First Nation's Basic Needs Level allocation;
- 16.5.1.8 may manage local populations of Fish and Wildlife within Settlement Land, to the extent coordination with other Fish and Wildlife management programs is not considered necessary by the Board;
- 16.5.1.9 may participate in management of Fish and Wildlife within the Yukon in the manner set out in this chapter;



- 16.5.1.10 may make recommendations to the Council on applications for Fish and Wildlife survey and research permits for Government surveys and research within that Yukon First Nation's Settlement Land;
- 16.5.1.11 shall screen and may approve applications for Fish and Wildlife surveys and research permits for private surveys and research within that Yukon First Nation's Settlement Land;
- 16.5.1.12 at the request of the Board, the Sub-Committee or the Council, shall provide harvest information either to the Council, the Sub-Committee or the Board or to an officer with lawful authority, as the case may be, including provision of data necessary for verification and in-season management;
- 16.5.1.13 subject to Chapter 5 - Tenure and Management of Settlement Land and 16.12.0, may charge a fee or obtain a benefit for granting access to its Category A Settlement Land to a Yukon resident or for services other than guiding provided to that Yukon resident in connection with Harvesting Fish and Wildlife on its Category A Settlement Land;
- 16.5.1.14 subject to Chapter 5 - Tenure and Management of Settlement Land and 16.12.0, may charge a fee or obtain a benefit for granting access to its Settlement Land to a Yukon big game outfitter operating within its big game outfitting area or for services provided to a Yukon big game outfitter in connection with Harvesting of Fish and Wildlife on its Settlement Land; and
- 16.5.1.15 may delegate or contract the performance of its responsibilities in whole or part to another Yukon First Nation, the Council, Board or Government, provided that the delegate consents.
- 16.5.2 Nothing in 16.5.1 shall be construed to limit the exercise, consistent with this chapter, of any power of a Yukon First Nation pursuant to that Yukon First Nation's self-government agreement.
- 16.5.3 A Yukon First Nation shall have standing as an interested party to participate in public proceedings of any agency, board or commission on matters that affect the management and Conservation of Fish, Wildlife and their habitat in its Traditional Territory.
- 16.5.4 Government shall Consult with a Yukon First Nation prior to taking action on Fish or Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

## **16.6.0 Renewable Resources Councils**

- 16.6.1 In each Yukon First Nation's Traditional Territory, a Renewable Resources Council shall be established as a primary instrument for local renewable resources management in that Traditional Territory as set out in a Settlement Agreement.

### **Specific Provision**

- 16.6.1.1 The Renewable Resources Council for the Traditional Territory of the Kwanlin Dun First Nation shall be named the Ibex Renewable Resources Council.

## **Composition of Councils**

- 16.6.2 Subject to Transboundary Agreements and Yukon First Nation Final Agreements, each Council shall be comprised of six members consisting of three nominees of the Yukon First Nation and three nominees of the Minister.

### **Specific Provision**

- 16.6.2.1 The Kwanlin Dun First Nation and the Minister may each nominate one additional member as an alternate member to the Council.
- 16.6.2.2 Subject to 16.6.2.3, an alternate member may participate in the work of the Council.
- 16.6.2.3 An alternate member shall only receive remuneration and travel expenses and may only vote in the absence of a member nominated by the party which nominated the alternate.

- 16.6.3 Each Council shall determine its own procedures for selecting its chairperson from its membership. The Minister shall appoint the chairperson selected by the Council.

- 16.6.3.1 In the event that a Council fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Council after Consultation with the Council.

- 16.6.4 Unless otherwise provided in a Yukon First Nation Final Agreement, Council members shall be resident within that Traditional Territory.

### **Specific Provision**

- 16.6.4.1 All nominees to the Council shall have lived in the Traditional Territory of the Kwanlin Dun First Nation for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory of the Kwanlin Dun First Nation.

- 16.6.5 Unless otherwise provided in a Yukon First Nation Final Agreement, appointments to a Council shall be for a five year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall be for five years. All appointments to the Council shall be during good behaviour.

### **Specific Provision**

- 16.6.5.1 All appointments of alternate members shall be for a three year term.

- 16.6.6 Each Council shall make provisions for public involvement in the development of its decisions and its recommendations.
- 16.6.7 Each Council shall prepare an annual budget, subject to review and approval by Government. The budget shall be in accordance with Government guidelines and may include:
- 16.6.7.1 remuneration and travel expenses for attendance of Council members at Council meetings;
  - 16.6.7.2 the costs of public hearings and meetings;
  - 16.6.7.3 a budget for research review, public information and other activities; and
  - 16.6.7.4 other items as the Council and Government agree on; and
- the approved budget of the Council shall be a charge on Government.
- 16.6.8 The first annual budget for a Council and a multi-year financial forecast of its operation shall be set out in the implementation plan for that Yukon First Nation Final Agreement.



## **Powers and Responsibilities of Councils**

- 16.6.9 Each Council, acting in the public interest and consistent with this chapter, may make recommendations to the Minister, the affected Yukon First Nation, the Board and the Sub-Committee on any matter related to Conservation of Fish and Wildlife.
- 16.6.10 Subject to Yukon First Nation Final Agreements, and without restricting 16.6.9, each Council:
  - 16.6.10.1 may make recommendations to the Minister on the need for and the content and timing of Freshwater Fish and Wildlife management plans, including Harvesting plans, Total Allowable Harvests and the allocation of the remaining Total Allowable Harvest, for species other than the species referred to in 16.7.12.2;
  - 16.6.10.2 may make recommendations to the Board regarding local management concerns for the species referred to in 16.7.12.2;
  - 16.6.10.3 may make recommendations to the Salmon Sub-Committee on allocation of commercial and other uses of Salmon and on other matters designated in 16.7.17.12;
  - 16.6.10.4 may identify and recommend to the Board harvest requirements, including harvest requirements within the adjusted Basic Needs Level, within guidelines established in Yukon First Nation Final Agreements;
  - 16.6.10.5 may make recommendations to the Sub-Committee on the need for and the content and timing of Salmon management plans;
  - 16.6.10.6 may establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178, in accordance with 16.11.0, for the management of Furbearers;
  - 16.6.10.7 may make recommendations to the Minister and affected Yukon First Nation on the management of Furbearers;
  - 16.6.10.8 may make recommendations to the Minister and affected Yukon First Nation, in accordance with 16.11.0, on the use of traplines and the reassignment of all new, vacant and under-utilized traplines;
  - 16.6.10.9 may make recommendations to the Minister on priorities and policies related to enforcement of Legislation and on alternatives to penal sanctions with respect to Fish and Wildlife;
  - 16.6.10.10 may review and make recommendations to the Minister on allocation of and terms and conditions for commercial uses of Wildlife and Fish other than Salmon;

- 16.6.10.11 may review and make recommendations to the Minister on applications for research permits granted by Government for Fish and Wildlife management-related research activities within the relevant Traditional Territory; and
- 16.6.10.12 may make recommendations to the affected Yukon First Nation regarding the Yukon First Nation's management of Fish and Wildlife on its Settlement Land pursuant to 16.5.1.8.

#### **Specific Provision**

- 16.6.10.13 may make recommendations to the Minister on the forecast of anticipated harvests of Freshwater Fish and Wildlife by Kwanlin Dun and other persons;
- 16.6.10.14 may make recommendations to the Minister and the Kwanlin Dun First Nation on exceptions to the allocations set out in 16.9.1.3;
- 16.6.10.15 shall, except in respect of any activity proposed to be undertaken by the Kwanlin Dun First Nation or a Kwanlin Dun Firm, seek the consent of the Kwanlin Dun First Nation before recommending the approval of any of the following activities in the Traditional Territory of the Kwanlin Dun First Nation:
- (a) game farming;
  - (b) game ranching;
  - (c) fur farming;
  - (d) fur ranching;
  - (e) fish farming;
  - (f) the introduction of exotic fish and wildlife; or
  - (g) fish ranching,
- where the proposed activities may have an adverse affect on the Harvesting rights of Kwanlin Dun under this Agreement;

16.6.10.16 shall Consult with the Kwanlin Dun First Nation before making recommendations to the Minister and the Kwanlin Dun First Nation respecting the impact of the following activities on the Conservation of Fish and Wildlife in the Traditional Territory of the Kwanlin Dun First Nation:

- (a) agricultural development;
- (b) rural residential development;
- (c) natural resource development;
- (d) recreational activities; and
- (e) linear development including roads, pipelines and hydro-transmission lines,

where the proposed activities may affect the Conservation of Fish and Wildlife;

16.6.10.17 may, acting pursuant to its established rules and procedures referred to in 2.12.2.10, direct matters to mediation under the dispute resolution process in accordance with 26.4.1.4.

- 16.6.11 Each Council shall be granted status as an interested party to participate in public proceedings of any agency, board or commission on matters that affect the management and Conservation of Fish and Wildlife and their habitats within the relevant Traditional Territory for which that Council was established.
- 16.6.12 With the consent of the Minister and the affected Yukon First Nations, a Council may merge with other Councils to establish a regional Council with the same powers and responsibilities as a Council.
- 16.6.13 The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c. 178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178 pursuant to 16.6.10.6.



- 16.6.14 Where the Minister proposes to implement a Total Allowable Harvest which would require the implementation of Basic Needs Level provisions for a species or population in a Traditional Territory in accordance with this chapter, the affected Council may make recommendations to the Minister on alternative measures that could be considered in the place of implementing the Basic Needs Level provisions.
- 16.6.15 Government shall provide Councils with the results of research under 16.6.10.11.
- 16.6.16 Where a Council does not carry out one of its responsibilities, the Minister, after giving notice to the Council, may undertake to fulfill that responsibility directly or delegate that responsibility to the Board.
- 16.6.17 Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

#### **16.7.0 Fish and Wildlife Management Board**

- 16.7.1 A Fish and Wildlife Management Board shall be established as the primary instrument of Fish and Wildlife management in the Yukon.

##### **Composition of the Board**

- 16.7.2 The Board shall be comprised of six nominees of Yukon First Nations and six nominees of Government.
- 16.7.3 The Board shall determine its own procedures for selecting its chairperson from its membership. The Minister shall appoint the chairperson selected by the Board.
- 16.7.3.1 In the event that the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Board after Consultation with the Board.
- 16.7.4 The majority of representatives of Government and the majority of representatives of Yukon First Nations shall be Yukon residents.
- 16.7.5 Appointments to the Board shall be for a five year term, except for the initial appointments. One third of the initial appointments shall be made for three years, one third for four years, and one third for five years. Thereafter, the appointments shall be for five years. All appointments to the Board shall be during good behaviour.

- 16.7.6 The Board shall make provisions for public involvement in the development of its decisions and its recommendations.
- 16.7.7 The Board may establish an executive secretariat to provide administrative support to the Board.
  - 16.7.7.1 The administrator of the secretariat shall be the executive secretary, who shall report to the Board and shall provide administrative and other support to the Board and maintain liaison with the Renewable Resources Councils.
  - 16.7.7.2 The Director of Fish and Wildlife for the Yukon shall serve as an advisor to the Board and shall ensure that technical support is provided to the Board.
- 16.7.8 The Board shall be accountable to Government for its expenditures.
- 16.7.9 The Board shall prepare an annual budget, subject to review and approval by Government. Such budget shall be in accordance with Government guidelines and may include:
  - 16.7.9.1 remuneration and travel expenses for attendance of Board members at Board and Sub-Committee meetings;
  - 16.7.9.2 the costs of public hearings and meetings;
  - 16.7.9.3 a budget for research review, public information and other activities;
  - 16.7.9.4 the costs of staff and of the operation and maintenance of the office; and
  - 16.7.9.5 other items as the Board and Government agree upon; and

the approved budget of the Board and the Sub-Committee shall be a charge on Government.
- 16.7.10 The first annual budget for the Board and Sub-Committee and a multi-year financial forecast of the Board's and the Sub-Committee's operation shall be set out in the implementation plan for the Umbrella Final Agreement.

### **Powers and Responsibilities of the Board**

- 16.7.11 The Board, acting in the public interest and consistent with this chapter and taking into consideration all relevant factors including recommendations of the Councils, may make recommendations to the Minister, to Yukon First Nations and to the Councils, on all matters related to Fish and Wildlife management, Legislation, research, policies, and programs.

16.7.12 Without restricting 16.7.11, the Board:

- 16.7.12.1 may recommend to the Minister policies for the management of Fish and Wildlife and their habitats;
- 16.7.12.2 may make recommendations to the Minister on the need for and the content and timing of all Yukon Fish and Wildlife management plans for species included in international agreements, threatened species or populations, species or populations declared by the Minister as being of a territorial, national or international interest, and Transplanted Populations and Exotic Species;
- 16.7.12.3 may review and make recommendations to the Minister and to Yukon First Nations on management plans recommended by the Councils, specifically the population goals and the management options contained within those plans;
- 16.7.12.4 may, where required by species or population management plans, recommend to the Minister a Total Allowable Harvest for a species listed in 16.7.12.2 in accordance with 16.9.0;
- 16.7.12.5 may review and recommend to the Minister adjustments to Basic Needs Levels in accordance with 16.9.8;
- 16.7.12.6 may make recommendations to the Minister on the need for, and on positions on, interjurisdictional agreements that affect the Conservation and Use of Fish and Wildlife resources in the Yukon;
- 16.7.12.7 after Consultation with the affected Councils, may recommend to the Minister restrictions on methods and practices of harvest for reasons of Conservation, public health, public safety and, in exceptional circumstances, for protection of the renewable resources economy associated with the Use of Fish or Wildlife resources;
- 16.7.12.8 may, at the request of the Council, assist a Council in the performance of its duties;
- 16.7.12.9 may, subject to approval of the Minister and the Council, delegate the performance of its responsibilities to a Council; and
- 16.7.12.10 may, in Consultation with the Councils and subject to Yukon First Nation Final Agreements, identify new opportunities and recommend to the Minister management measures for commercial Uses of Fish and Wildlife.



- 16.7.13 The Board shall have standing as an interested party to participate in the public proceedings of any agency, board or commission dealing with matters that affect the management and Conservation of Fish and Wildlife and their habitat in the Yukon.
- 16.7.14 The Board shall communicate to the Councils its recommendations and decisions approved in accordance with 16.8.0 within a reasonable time.
- 16.7.15 The Board shall meet not less than annually with the chairpersons of the Councils.
- 16.7.16 Before the amendment or introduction of Legislation for Fish and Wildlife in the Yukon, the Minister shall Consult with the Board on the matters to be addressed in that Legislation.

### **Salmon Sub-Committee**

- 16.7.17 A Sub-Committee of the Board shall be established as the main instrument of Salmon management in the Yukon.
  - 16.7.17.1 The Board shall assign from its membership one appointee of Yukon First Nations and one appointee of Government to the Sub-Committee.
  - 16.7.17.2 The Minister shall nominate two additional members to the Sub-Committee.
  - 16.7.17.3 For the Yukon River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Yukon River drainage basin only.
  - 16.7.17.4 For the Alsek River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Alsek River drainage basin only.
  - 16.7.17.5 For the Porcupine River drainage basin, the affected Yukon First Nation shall nominate two members to the Sub-Committee who shall sit on the Sub-Committee when it deals with matters affecting Salmon in the Porcupine River drainage basin only.
  - 16.7.17.6 When the Sub-Committee is dealing with matters affecting more than one of the drainage basins identified in 16.7.17.3 to 16.7.17.5, the members appointed to represent those basins may sit on the Sub-Committee, provided that the total number of votes to be exercised by those members shall not exceed two.

- 16.7.17.7 Appointments to the Sub-Committee by the Board shall be for the term held by that appointee on the Board.
- 16.7.17.8 The additional appointments to the Sub-Committee by the Minister and by Yukon First Nations shall be for five years. All appointments to the Sub-Committee shall be during good behaviour.
- 16.7.17.9 The Board shall appoint a chairperson from the membership of the Sub-Committee. In the event the Board fails to select a chairperson within 60 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the Sub-Committee after Consultation with the Sub-Committee.
- 16.7.17.10 The Department of Fisheries and Oceans shall provide technical and administrative support to the Sub-Committee as required to determine appropriate plans for Salmon management, and a senior official of the department in the Yukon shall serve the Sub-Committee as Executive Secretary.
- 16.7.17.11 The Sub-Committee, acting in the public interest and consistent with this chapter and taking into account all relevant factors including recommendations of the Councils, may make recommendations to the Minister and to Yukon First Nations on all matters related to Salmon, their habitats and management, including Legislation, research, policies and programs.
- 16.7.17.12 Without restricting 16.7.17.11, the Sub-Committee:
- (a) may recommend to the Minister policies for the management of Salmon and their habitats;
  - (b) may make recommendations to the Minister on the need for, and on the content and timing of Salmon Harvesting and management plans in accordance with the terms of this chapter;
  - (c) may make recommendations to the Minister on the need for, and on a position on, interjurisdictional agreements affecting the Use of Yukon Salmon resources;
  - (d) may seek, from a Council or the public, input on specific aspects of a Salmon management plan;
  - (e) subject to Yukon First Nation Final Agreements, may make recommendations to the Minister on new opportunities and proposed management measures for commercial Uses of Salmon;

- (f) after Consultation with affected Yukon First Nations, shall make recommendations to the Minister on allocation, in amount and by area, of Salmon to users, in accordance with this chapter; and
  - (g) may make recommendations on management measures required to best ensure that the basic needs allocation of a Yukon First Nation is met, recognizing that resources available for fisheries management may be limited.
- 16.7.17.13 Representatives from the Sub-Committee shall form the majority of the Canadian representatives to any Yukon River panel established pursuant to the Treaty between the Government of Canada and the Government of the United States of America concerning Pacific Salmon.
- 16.7.17.14 The Sub-Committee shall be granted standing as an interested party to participate in the public proceedings of any agency, board or commission dealing with matters that affect the management and Conservation of Salmon or their habitat in the Yukon.
- 16.7.17.15 The Sub-Committee shall communicate its recommendations and decisions to the Board, and to the Minister in accordance with the provisions of 16.8.0.
- 16.7.18 Where the Board or the Sub-Committee does not carry out a responsibility, the Minister, after giving notice to the Board or the Sub-Committee as appropriate, may carry out that responsibility.
- 16.7.19 The Minister shall Consult with and obtain a recommendation of the Board before declaring a species or population to be of territorial, national or international interest under 16.7.12.2.
- 16.7.20 Upon request by the Board or the Sub-Committee, the Minister and the affected Yukon First Nation shall make available to the Board or the Sub-Committee information in their possession reasonably required for the Board or the Sub-Committee to carry out its functions under this chapter.



## **16.8.0 Role of Ministers and Yukon First Nations**

### **Implementation of Council, Board and Sub-Committee Decisions**

16.8.1 The provisions of 16.8.2 to 16.8.8 apply to decisions and recommendations of the Councils, the Board and the Sub-Committee made to the Minister pursuant only to 10.5.5, 16.3.13, 16.5.1.8, 16.6.10, 16.6.14, 16.7.12, 16.7.17.12, 16.7.19, 16.8.12, 16.9.2, 16.9.8, 16.10.1, 16.10.12, 16.11.10, 17.4.1.2, 17.4.1.3, 17.4.1.5 and 17.4.1.6 and to those recommendations and decisions of the Board, the Councils or the Sub-Committee which may be referred to 16.8.0 in a Yukon First Nation Final Agreement.

16.8.1.1 In 16.8.2 to 16.8.7, Board means the Board, Councils and Sub-Committee.

16.8.2 Unless the Minister directs otherwise, the Board shall forward its recommendations and decisions pursuant to 16.8.1 to the Minister, accompanied by draft regulations where appropriate.

16.8.3 Unless the Minister directs otherwise, all recommendations and decisions of the Board shall be kept confidential until the process in 16.8.4 to 16.8.6 has been completed or the time for the process has expired.

16.8.4 The Minister, within 60 days of the receipt of a recommendation or decision under 16.8.2, may accept, vary, set aside or replace the recommendation or decision. Any proposed variation, replacement or setting aside shall be sent back to the Board by the Minister with written reasons. The Minister may consider information and matters of public interest not considered by the Board.

16.8.4.1 The Minister may extend the time provided in 16.8.4 by 30 days.

16.8.4.2 Nothing in 16.8.4 shall be construed as limiting the application of 16.3.3.

16.8.5 The Board, within 30 days of the receipt of a variation, replacement or setting aside by the Minister pursuant to 16.8.4, shall make a final recommendation or decision and forward it to the Minister with written reasons.

16.8.5.1 The Minister may extend the time provided under 16.8.5.

16.8.6 The Minister, within 45 days of receipt of a final recommendation or decision, may accept or vary it, or set it aside and replace it.

- 16.8.6.1 In the event that the Minister proposes to vary or to set aside and replace a recommendation of the Board with respect to the determination of a Total Allowable Harvest, the Minister shall make reasonable efforts to reach a consensus with the affected Yukon First Nation on the variation or setting aside and replacement of the recommendation.
- 16.8.6.2 In the event that the Minister and the affected Yukon First Nation are unable to reach a consensus under 16.8.6.1, the Minister may proceed to vary or set aside and replace the recommendation of the Board with respect to the determination of the Total Allowable Harvest, provided that the Minister is satisfied that the variation or replacement is consistent with the principle of Conservation.
- 16.8.6.3 The process for seeking consensus with the affected Yukon First Nation shall give due consideration to timing of any statutory or regulatory changes required and to the timing of Harvesting activities.
- 16.8.6.4 The Minister may extend the time provided in 16.8.6 in order to carry out the requirements of 16.8.6.1 and 16.8.6.2.
- 16.8.6.5 The Minister shall provide the Board with notice of the Minister's final decision under 16.8.6.
- 16.8.7 Government shall, as soon as practicable, implement:
- 16.8.7.1 all recommendations and decisions of the Board that are accepted by the Minister under 16.8.4;
- 16.8.7.2 all decisions of the Minister under 16.8.6; and
- 16.8.7.3 subject to 16.8.7.1 and 16.8.7.2, all recommendations or decisions of the Board after the expiry of the time provided in the process set out in 16.8.4 and 16.8.6.
- 16.8.8 The Minister may refer any matter described in 16.8.1 to the dispute resolution process under 26.4.0 once the procedure set out in 16.8.1 to 16.8.4 has been completed.

### **Judicial Review of Decisions**

- 16.8.9 All final decisions of the Board, Sub-Committee and Council pursuant to 16.6.10.6 and 16.10.14 shall be final and binding and not subject to appeal or review in any court provided however that an application for judicial review by a Yukon First Nation, Government or any affected Person, shall lie to the Supreme Court of the Yukon upon the grounds that the Board, Sub-Committee or Council:

- 16.8.9.1 failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise its jurisdiction;
  - 16.8.9.2 erred in law in making its decision, whether or not the error appears on the face of the record; or
  - 16.8.9.3 based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.
- 16.8.10 An application for judicial review shall be made within 60 days of the decision.

### **Emergency Action by the Minister**

- 16.8.11 Where it appears to the Minister that there is an emergency which affects the well-being of Fish and Wildlife or their habitat, and where time does not permit Consultation with the Board, Sub-Committee or affected Council, the Minister may take such action as is necessary before Consulting with the Board, Sub-Committee or the affected Council.
- 16.8.12 Where emergency action has been taken pursuant to 16.8.11, the Minister shall within seven days inform the Board, Sub-Committee or Council and solicit their continuing advice. The Board, Sub-Committee or Council may recommend to the Minister that the emergency action be terminated pending their consideration of the issue.
- 16.8.13 Notwithstanding 16.3.2, Government may allow a catch of Salmon greater than the Total Allowable Catch in exceptional circumstances.

### **Referral of Matters by the Minister**

- 16.8.14 The Minister may request that a Council, the Board or the Sub-Committee exercise a Council, Board or Sub-Committee power or responsibility under a Settlement Agreement, as appropriate, and the Council, the Board or the Sub-Committee shall comply with the request within such reasonable time as the Minister requires.

## **16.9.0 Fish and Wildlife Harvests**

- 16.9.1 Each Yukon First Nation Final Agreement shall set out the manner in which the Total Allowable Harvest shall be shared between Yukon Indian People and other harvesters.



- 16.9.1.1 When opportunities to harvest Freshwater Fish or Wildlife are limited for Conservation, public health or public safety, the Total Allowable Harvest shall be allocated to give priority to the Subsistence needs of Yukon Indian People while providing for the reasonable needs of other harvesters.
- 16.9.1.2 The priority in 16.9.1.1 is subject to provisions set out in Yukon First Nation Final Agreements pursuant to 16.9.1 or 16.9.10 and to provisions negotiated subsequently pursuant to 16.9.13.

### **Specific Provision**

- 16.9.1.3 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Kwanlin Dun First Nation, Government shall allocate to the Kwanlin Dun First Nation either:
- (a) a portion of the Total Allowable Harvest determined in accordance with Schedule C - Allocation of Total Allowable Harvest for Moose, attached to this chapter; or
  - (b) the number of moose required to satisfy the Subsistence needs of Kwanlin Dun,
- whichever is less.
- 16.9.1.4 If a Total Allowable Harvest is established for woodland caribou for all or part of the Traditional Territory of the Kwanlin Dun First Nation, Government shall allocate to the Kwanlin Dun First Nation either:
- (a) 75% of the Total Allowable Harvest; or
  - (b) the number of woodland caribou required to satisfy the Subsistence needs of Kwanlin Dun,
- whichever is less.
- 16.9.1.5 The Subsistence needs of Kwanlin Dun referred to in 16.9.1.3(b), 16.9.1.4(b) and 2.3.2.3 of Schedule C to this chapter shall be determined in the following manner:
- (a) the Kwanlin Dun First Nation shall provide its assessment of the Subsistence needs of Kwanlin Dun to Government and the Council;

- (b) if Government disagrees with the Kwanlin Dun First Nation's assessment of the Subsistence needs of Kwanlin Dun, the Minister and the Kwanlin Dun First Nation shall attempt to agree on the Subsistence needs of Kwanlin Dun and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0; and
- (c) the following shall be included in determining the Subsistence needs of Kwanlin Dun for the purposes of 16.9.1.5:
  - (i) the health and nutritional needs of Kwanlin Dun;
  - (ii) current harvest levels and relevant historical harvest levels of the species by Kwanlin Dun;
  - (iii) the harvest patterns of Kwanlin Dun and changes to those patterns;
  - (iv) current personal consumption estimates of the species by Kwanlin Dun; and
  - (v) such other factors as agreed upon by Government and the Kwanlin Dun First Nation.

16.9.1.6 For greater certainty, if a Total Allowable Harvest is established in all or part of the Traditional Territory of the Kwanlin Dun First Nation for any species of Freshwater Fish and Wildlife other than moose or woodland caribou, it shall be allocated in accordance with 16.9.1.1.

16.9.2 The Board, pursuant to 16.7.12.4, and the Council, pursuant to 16.6.10.1, may establish, modify or remove Total Allowable Harvests for Freshwater Fish or Wildlife populations from time to time in the Yukon but shall only do so if:

16.9.2.1 required for Conservation, public health or public safety;

16.9.2.2 required due to the inability of various Fish and Wildlife species and populations to meet sustainable yield requirements as determined by scientific research and surveys and the special knowledge of Yukon Indian People; or

16.9.2.3 required to achieve the goals and objectives identified by species and population management plans; and

only to the extent reasonably necessary to achieve those ends.

16.9.3 Where, in any year:

16.9.3.1 the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and

16.9.3.2 the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife,

Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.

16.9.4 The Board, pursuant to 16.7.12.4, or the Council, pursuant to 16.6.10.1, shall recommend to the Minister the allocation of that portion of the Total Allowable Harvest which is not allocated to a Yukon First Nation to satisfy its Basic Needs Level or adjusted Basic Needs Level.

### **Basic Needs Levels**

16.9.5 Each Yukon First Nation Final Agreement shall set out Basic Needs Levels or special Harvesting opportunities for key Freshwater Fish and Wildlife species.

#### **Specific Provision**

16.9.5.1 Special Harvesting opportunities for the Kwanlin Dun First Nation are set out in 16.9.1.3 and 16.9.1.4 of this Agreement.

16.9.6 When determining a Basic Needs Level or special Harvesting opportunities for each Yukon First Nation, Government and Yukon First Nations may consider the following:



- 16.9.6.1 recent and current harvests of the species or population by Yukon Indian People enrolled under that Yukon First Nation Final Agreement;
  - 16.9.6.2 recent and current harvests within the Yukon First Nation's Traditional Territory by other harvesters;
  - 16.9.6.3 current personal consumption estimates of the species or population by Yukon Indian People enrolled under that Yukon First Nation Final Agreement for food;
  - 16.9.6.4 the ability of the species or population to satisfy the Harvesting needs of Yukon Indian People enrolled under that Yukon First Nation Final Agreement as well as other users; and
  - 16.9.6.5 such other factors as the parties may agree.
- 16.9.7 Government and a Yukon First Nation may agree to conduct a study to define more clearly the factors listed in 16.9.6.

#### **Adjusted Basic Needs Levels**

- 16.9.8 Once a Basic Needs Level has been set pursuant to a Yukon First Nation Final Agreement, the Board may, upon the recommendation of a Council or a Yukon First Nation, review and recommend to the Minister the adjustment of the Basic Needs Level. In reaching its decision about adjusting the Basic Needs Level, the Board shall, in addition to the factors listed in 16.9.6, take into consideration the following factors:
- 16.9.8.1 human population change within the Traditional Territory;
  - 16.9.8.2 changing patterns of consumption;
  - 16.9.8.3 the cultural and nutritional importance of Fish and Wildlife to Yukon Indian People;
  - 16.9.8.4 the use and Harvesting of Fish and Wildlife for personal use by Yukon residents; and
  - 16.9.8.5 the commercial consumptive and Non-Consumptive Use of Fish and Wildlife.
- 16.9.9 In any year the adjusted Basic Needs Level may vary upward or downward, but shall not fall below the Basic Needs Level established pursuant to a Yukon First Nation Final Agreement, unless the affected Yukon First Nation consents.

- 16.9.10 Yukon First Nation Final Agreements may provide for special Harvesting rights for Yukon Indian People for Freshwater Fish. The purpose of the special Harvesting rights shall be to maintain the priority for Yukon Indian People's food fish needs over other uses.

**Specific Provision**

- 16.9.10.1 The special Harvesting rights of the Kwanlin Dun referred to in 16.9.10 are set out in Schedule D - Freshwater Fish Waterbodies - Assessment and Management Plans, attached to this chapter.
- 16.9.10.2 If the Kwanlin Dun First Nation is of the view that the food Freshwater Fish needs of the Kwanlin Dun are not being met, it may request that Government undertake a joint review with the Kwanlin Dun First Nation of the matter.
- 16.9.10.3 Upon receipt of a request referred to in 16.9.10.2, Government shall undertake with the Kwanlin Dun First Nation a joint review in respect of the food Freshwater Fish needs of the Kwanlin Dun, taking into account:
- (a) the identification of those Freshwater Fish waterbodies that will be included as a priority in the review;
  - (b) the Kwanlin Dun First Nation's assessment of the food Freshwater Fish needs of Kwanlin Dun;
  - (c) the current harvest patterns and relevant historical harvest patterns of Kwanlin Dun and changes to those patterns in respect of Freshwater Fish;
  - (d) information regarding the matters set out in 16.9.6; and
  - (e) any other available relevant information.
- 16.9.10.4 Unless otherwise agreed, joint reviews pursuant to 16.9.10.3 shall not occur more than once every five years.
- 16.9.10.5 In conducting a joint review referred to in 16.9.10.3, Government and the Kwanlin Dun First Nation shall each provide to the other any available relevant information in its possession which would assist in reviewing whether the food Freshwater Fish needs of Kwanlin Dun are being met.

- 16.9.10.6 If, as a result of the review referred to in 16.9.10.3, Government and the Kwanlin Dun First Nation determine that the food Freshwater Fish needs of the Kwanlin Dun are not being met, Government and the Kwanlin Dun First Nation shall attempt to agree on how best to meet them, which may include the development of a management plan for a Freshwater Fish waterbody in the Traditional Territory of the Kwanlin Dun First Nation.
- 16.9.10.7 If the Kwanlin Dun First Nation and Government are unable to reach agreement under 16.9.10.6, either Government or the Kwanlin Dun First Nation may refer the matter to the dispute resolution process under 26.4.0.
- 16.9.10.8 If the Kwanlin Dun First Nation and Government are unable to reach agreement following dispute resolution referred to in 16.9.10.7, the Minister shall forward his decision in respect of the matter to the Kwanlin Dun First Nation.

- 16.9.11 The special Harvesting rights for Freshwater Fish pursuant to 16.9.10 may include the designation of certain lakes as being primarily for food fishing by Yukon Indian People, or such other measures as the parties to a Yukon First Nation's Final Agreement may agree, in absence of any Basic Needs Level.
- 16.9.12 Where no special Harvesting rights for Freshwater Fish are negotiated pursuant to 16.9.10, Government shall ensure that the food Freshwater Fish needs of Yukon Indian People receive primary consideration in the allocation of Freshwater Fish resources.
- 16.9.13 Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.
- 16.9.14 Where a Basic Needs Level is established pursuant to 16.9.10 or 16.9.13, the provisions of 16.9.0 shall apply to the determination and allocation of the Total Allowable Harvest to Yukon First Nations and to other harvesters.
- 16.9.15 The Basic Needs Level established for a Yukon First Nation shall be without prejudice to the Basic Needs Level of any other Yukon First Nation.
- 16.9.16 In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.



## **Edible Fish or Wildlife Product Usage**

- 16.9.17 Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.

## **16.10.0 Allocation of Salmon Harvest**

### **Total Allowable Catch**

- 16.10.1 The Sub-Committee, pursuant to 16.7.17.12(b), may recommend to the Minister the establishment, modification or removal of the Total Allowable Catch for Salmon from time to time in a drainage basin, but shall do so only if required:
- 16.10.1.1 for Conservation, public health or public safety;
  - 16.10.1.2 due to the inability of various Salmon species and populations to meet sustainable yield requirements as determined by scientific research and surveys and the special knowledge of Yukon Indian People; or
  - 16.10.1.3 to achieve the goals and objectives identified for Salmon species and populations in Salmon Harvesting and management plans; and
- only to the extent reasonably necessary to achieve those ends.
- 16.10.2 The Sub-Committee, pursuant to 16.7.17.12(f), shall recommend to the Minister, for a drainage basin, the allocation of that portion of the Total Allowable Catch which remains after the basic needs allocations described in this chapter for Yukon First Nations have been made.

### **Basic Needs Allocation Considerations**

- 16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:
- 16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
  - 16.10.3.2 the Harvesting patterns of other residents of the Yukon;
  - 16.10.3.3 changing patterns of consumption;

- 16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
- 16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
- 16.10.3.6 such other factors as the parties may agree.

#### **Basic Needs Allocation of Salmon Fishery to Yukon First Nations**

- 16.10.4 The total basic needs allocation for Yukon First Nations for each species of Salmon in the drainage basin of the Yukon River, and the allocation among the Yukon First Nations of that total basic needs allocation, is set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter.
- 16.10.5 The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.
- 16.10.6 The basic needs allocation for the Champagne and Aishihik First Nations of each species of Salmon in the drainage basin of the Alsek River shall be set out in the Champagne and Aishihik First Nations Final Agreement.
- 16.10.7 The basic needs allocation for the Vuntut Gwitchin First Nation of each species of Salmon in the drainage basin of the Porcupine River shall be set out in the Vuntut Gwitchin First Nation Final Agreement.
- 16.10.8 Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allowable Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.
- 16.10.9 Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.
- 16.10.10 Subject to 16.10.11, Government may adjust a Total Allowable Catch because of variations in the anticipated run size but only after Consultation with the Sub-Committee, and any such adjustment may be made in-season.

- 16.10.11 Where Government proposes to adjust the Total Allowable Catch under 16.10.10 and time does not permit Consultation with the Sub-Committee, Government may make the adjustment but it shall, within seven days, inform the Sub-Committee of the adjustment and solicit its continuing advice.
- 16.10.12 The Sub-Committee may recommend to the Minister that any adjustment made under 16.10.11 be varied or terminated pending the Sub-Committee's consideration of the issue.

16.10.13 Where:

- 16.10.13.1 a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season; or
- 16.10.13.2 subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,

Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic needs allocation.

- 16.10.14 Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub-Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.

### **Allocation of Commercial Salmon Fishery to the Yukon First Nations**

- 16.10.15 In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.
- 16.10.16 The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement.



- 16.10.16.1 Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.
- 16.10.16.2 Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.
- 16.10.17 The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.
- 16.10.18 The allocation of commercial Salmon fishing licences in the drainage basin of the Alsek River for the Champagne and Aishihik First Nations shall be set out in the Champagne and Aishihik First Nations Final Agreement.
- 16.10.19 The allocation of commercial Salmon fishing licences in the drainage basin of the Porcupine River for the Vuntut Gwitchin First Nation shall be set out in the Vuntut Gwitchin First Nation Final Agreement.
- 16.10.20 Nothing in a Settlement Agreement prevents a Yukon Indian Person or a Yukon First Nation from acquiring a commercial Salmon or commercial sport fishing licence through the normal regulatory process, including, where applicable, the payment of licence fees, and such licences shall not be considered to be part of the allocation allocated under 16.10.15 or 16.10.16.

#### **16.11.0 Trapline Management and Use**

- 16.11.1 Yukon First Nation Final Agreements shall set out the manner in which Government, Councils, the Board and Yukon First Nations participate in the regulation, management and Use of Furbearers, including the manner in which local bylaws approved by the Council will be implemented.

#### **Specific Provision**

- 16.11.1.1 The participation of Government, Councils, the Board and the Kwanlin Dun First Nation in the regulation, management and Use of Furbearers is set out in 16.5.1, 16.6.10, 16.7.12 and 16.11.0.

#### **General Guidelines for the Councils**

- 16.11.2 In establishing local criteria for the management and Use of Furbearers in accordance with 16.6.10.6 and 16.6.10.7, the Councils shall provide for:

- 16.11.2.1 the maintenance and enhancement of the Yukon's wild fur industry and the Conservation of the fur resource; and
- 16.11.2.2 the maintenance of the integrity of the management system based upon individual trapline identity, including individual traplines within group trapping areas.

### **Trapline Allocation Formula**

- 16.11.3 Subject to 16.11.4, the overall allocation of traplines in each Yukon First Nation's Traditional Territory shall be approximately 70 percent held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements and approximately 30 percent held by other Yukon residents.
  - 16.11.3.1 Subject to 16.11.3.2, 16.11.3.3 and 16.11.3.4, where the realization of the overall allocation in a Yukon First Nation's Traditional Territory pursuant to 16.11.3 would require that more traplines be allocated to Yukon Indian People, the acquisition of those additional traplines shall be completed within 25 years of the Effective Date of that Yukon First Nation's Final Agreement, unless the parties to the Yukon First Nation's Final Agreement otherwise agree.
  - 16.11.3.2 Nothing in 16.11.3 shall be construed to require a person holding a trapline to sell or relinquish the trapline.
  - 16.11.3.3 Nothing in 16.11.3 shall be construed to prevent a person holding a trapline, at the Effective Date of the Yukon First Nation Final Agreement of that Yukon First Nation in whose Traditional Territory the trapline is located, from transferring such trapline to a qualified member of the trapper's immediate family.
  - 16.11.3.4 The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.
- 16.11.4 The Yukon First Nation Final Agreements for the Vuntut Gwitchin First Nation, the Champagne and Aishihik First Nations, the Teslin Tlingit Council, the Kluane First Nation, the Little Salmon/Carmacks First Nation and the Ross River Dena Council shall set out the overall allocation of traplines including their designation as Category 1 or Category 2 in those Yukon First Nations' Traditional Territories.

- 16.11.5 Except as provided in 16.11.4, where, in a Yukon First Nation's Traditional Territory, the overall percentage of traplines held by Yukon Indian People and aboriginal people who are beneficiaries of Transboundary Agreements is less than 70, that Yukon First Nation's Final Agreement shall set out the process by which the Yukon First Nation or a Yukon Indian Person enrolled under that Yukon First Nation's Final Agreement may acquire additional traplines in order to raise the overall percentage to 70.

**Specific Provision**

- 16.11.5.1 The process required by 16.11.5 is the process set out in 16.11.3.1 to 16.11.3.4.

- 16.11.6 Up to 70 percent of the traplines in the Traditional Territory of a Yukon First Nation may be designated as Category 1 Traplines.
- 16.11.7 Category 1 Traplines shall be identified in a schedule to the Yukon First Nation's Final Agreement.

**Specific Provision**

- 16.11.7.1 Category 1 Traplines in the Traditional Territory of the Kwanlin Dun First Nation are identified in Schedule E - Category 1 Traplines, attached to this chapter.

- 16.11.8 A trapline shall be designated Category 1 only with the written consent of the registered holder of that trapline.
- 16.11.9 Where less than 70 percent of the traplines within a Yukon First Nation's Traditional Territory are designated as Category 1 pursuant to 16.11.7, that Yukon First Nation's Final Agreement shall set out the process by which additional traplines may be designated as Category 1 Traplines.

**Specific Provision**

- 16.11.9.1 The process required by 16.11.9 is that the Kwanlin Dun First Nation shall provide Government with proof of the consent required by 16.11.8 and shall provide Government and the Council with notice that it has designated the trapline to be a Category 1 Trapline.



## **Trapline Allocation Process**

- 16.11.10 The Council shall regularly review the use of traplines and make recommendations to the Minister and Yukon First Nations on the assignment and reassignment of all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with 16.6.10.6 and 16.6.10.7, as follows:
- 16.11.10.1 new and vacant traplines shall be assigned with regard to criteria established by the Council and, to the extent possible, in accordance with 16.11.3;
  - 16.11.10.2 additional criteria for the allocation of Category 1 Traplines may be established by a Yukon First Nation;
  - 16.11.10.3 Category 1 Traplines may be temporarily assigned to other qualified Yukon residents, but such assignment shall not alter the Category 1 status of the trapline;
  - 16.11.10.4 upon mutual agreement between the trappers concerned, and with the approval of the Council, the Yukon First Nation and the Minister, a trade may be arranged between Category 1 and Category 2 Traplines, with consequent re-designation of the status of the traplines;
  - 16.11.10.5 the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines;
  - 16.11.10.6 for Category 1 Traplines, the final allocation authority shall rest with the Yukon First Nation;
  - 16.11.10.7 for Category 2 Traplines, the final allocation authority shall rest with the Minister;
  - 16.11.10.8 a Yukon First Nation, Government or any affected Person may refer any dispute arising out of 16.11.10 to the dispute resolution process under 26.4.0; and
  - 16.11.10.9 a Yukon First Nation Final Agreement may set out additional provisions for trading Category 1 and Category 2 Traplines.

### **Interim Protection**

- 16.11.11 The parties to the Umbrella Final Agreement agree not to reduce the number of traplines currently held by Yukon Indian People in a Yukon First Nation's Traditional Territory until the Effective Date of the Yukon First Nation Final Agreement, provided the Yukon First Nation Final Agreement is ratified before May 29, 1994 or within 24 months of commencement of negotiation of that Yukon First Nation Final Agreement, whichever comes sooner.

### **Trapline Development**

- 16.11.12 Subject to 6.6.0 and Laws of General Application, holders, other than Yukon Indian People, of traplines on Settlement Land may construct and occupy, on Settlement Land, such cabins as are necessary for the reasonable use and enjoyment of traplines, and may cut necessary trails on their traplines.

### **Compensation**

- 16.11.13 Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.

- 16.11.13.1 Nothing in 16.11.13 shall be construed to affect a Yukon Indian Person's right to compensation pursuant to Law before the process in 16.11.13 is established.

### **Government Access**

- 16.11.14 The designation of a trapline as Category 1 shall not restrict access by Government, in accordance with the provisions of the Umbrella Final Agreement, to that trapline to handle or collect animals for scientific or management reasons.

### **16.12.0 Access for Wildlife Harvesting on Settlement Land**

- 16.12.1 Any trapper whose trapline is wholly or partially on Settlement Land shall continue to exercise all rights as a trapper to his or her existing trapline without fee in accordance with Settlement Agreements and Laws of General Application and bylaws established by the Council.
- 16.12.2 Where a Category 2 Trapline lies wholly or in part on Settlement Land, the holder of the trapline shall elect either to:

- 16.12.2.1 retain that portion of the trapline on Settlement Land and exercise the rights pursuant to 16.12.1;
  - 16.12.2.2 make the trapline available for exchange for another trapline; or
  - 16.12.2.3 sell that portion of the trapline on Settlement Land to the affected Yukon First Nation.
- 16.12.3 Subject to 16.12.4 and 16.12.10, any Person has a right of access to enter and stay on Undeveloped Category B Settlement Land without the consent of the affected Yukon First Nation for the purpose of non-commercial Harvesting of Fish and Wildlife, if permitted by, and in accordance with Laws which apply to lands under the administration and control of the Commissioner.
- 16.12.4 The Minister of the Yukon responsible for Fish and Wildlife may, on his own initiative or at the request of a person or entity holding title to any Parcel which is or was Category B Settlement Land from which the Public Access for Wildlife Harvesting is reserved, release and discharge the Public Access for Wildlife Harvesting in respect of that Parcel in whole or in part on such terms and conditions as he decides.
- 16.12.5 Subject to Settlement Agreements, and notwithstanding a Yukon First Nation's ownership of the Bed of waterbodies set out in Chapter 5 - Tenure and Management of Settlement Lands, Government reserves the right to manage the fishery and to determine who may fish in those waterbodies which are adjacent to a Waterfront Right-of-Way.
- 16.12.6 Where a Yukon First Nation owns the Bed of a waterbody and there is no adjacent Waterfront Right-of-Way, that Yukon First Nation has an exclusive right to fish in that portion of the Bed of the waterbody owned by the Yukon First Nation unless otherwise agreed in Settlement Agreements.
- 16.12.7 An outfitting concession holder has the right of access to cross and to make necessary stops on Settlement Land to reach that outfitting area without the consent of the affected Yukon First Nation. The outfitting concession holder's right of access shall include the right to erect temporary camps and to graze horses incidental to such access, and to travel over the land with employees and clients and their equipment but shall not include the right to hunt thereon or to erect any permanent camp thereon.
- 16.12.8 Yukon First Nations whose final land selections may adversely affect existing outfitting concessions shall negotiate with the outfitting concession holder to determine terms and conditions that can be established to mitigate any impact on the outfitting concession.



- 16.12.9 To the extent the impact of final land selections on existing outfitting concessions cannot be resolved through negotiations between the outfitting concession holder and a Yukon First Nation, Government will compensate the outfitting concession holder for provable loss caused by the concession holder's inability to use Settlement Land within that concession area for outfitting. Provable loss shall be defined prior to the enactment of Settlement Legislation.
- 16.12.10 The rights of access provided by 16.12.3 and 16.12.7 are subject to the conditions that there shall be no:
- 16.12.10.1 significant damage to Settlement Land or to improvements on Settlement Land;
  - 16.12.10.2 mischief committed on Settlement Land;
  - 16.12.10.3 significant interference with the use and peaceful enjoyment of its Settlement Land by the Yukon First Nation;
  - 16.12.10.4 fee or charge payable to the affected Yukon First Nation other than that provided for in 16.5.1.13 and 16.5.1.14; or
  - 16.12.10.5 compensation for damage other than significant damage.
- 16.12.11 A Person who fails to comply with the conditions in 16.12.10.1, 16.12.10.2 or 16.12.10.3 shall be considered a trespasser with respect to that incident of access.

### **16.13.0 Training and Education**

- 16.13.1 The parties to the Umbrella Final Agreement shall immediately investigate the needs, opportunities and structures required to ensure the adequate development of human resources needed by Yukon First Nations and other Yukon residents in renewable resources management and related economic development opportunities. The parties to the Umbrella Final Agreement agree to design the structures necessary to develop these human resources.
- 16.13.2 The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.
- 16.13.3 Government and Yukon First Nations shall cooperate in providing cross-cultural orientation and education for Board, Sub-Committee and Council members.

#### **16.14.0 Implementation Provisions**

##### **16.14.1 Settlement Legislation shall provide:**

- 16.14.1.1 that on the Effective Date of Yukon First Nation's Yukon First Nation Final Agreement subsection 19(3) of the Yukon Act, R.S.C. 1985, c. Y-2 ceases to apply in respect of both
- (a) persons eligible to be enrolled under that agreement; and
  - (b) the Traditional Territory of that Yukon First Nation; and
- 16.14.1.2 for the repeal of subsection 19(3) of the Yukon Act, R.S.C. 1985, c. Y-2 on the first day on which all Yukon First Nation Final Agreements have been given effect. \*

#### **16.15.0 Harvest Support Program**

- 16.15.1 The parties to the Umbrella Final Agreement agree to complete a feasibility study on the design of a Harvesting support program in the Yukon prior to Settlement Legislation.

#### **Specific Provision**

##### **16.16.0 Traditional Use Renewal Program**

- 16.16.1 On the Effective Date of this Agreement, the Yukon shall pay \$150,000 to the Kwanlin Dun First Nation to assist it in providing a traditional use renewal program for Kwanlin Dun youth and elders.

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\* As amended. See note to 2.2.13

## **SCHEDULE A**

### **DETERMINATION OF BASIC NEEDS ALLOCATION FOR THE DRAINAGE BASIN OF THE YUKON RIVER**

#### **1.0 Definitions**

In this schedule, the following definitions shall apply.

"Contractor" means the contractor appointed pursuant to 3.7.

"Minister" means the Minister of Fisheries and Oceans.

"Study" means the Yukon River Drainage Basin Salmon Harvest Study.

"Yukon First Nation" and "Yukon First Nations" have the same meaning as in Chapter 1 - Definitions, but do not include the Liard First Nation.

#### **2.0 General**

- 2.1 A basic needs allocation required by 16.10.4 shall be determined for each Yukon First Nation in accordance with 3.0 or 4.0.
- 2.2 Harvesting of Salmon pursuant to 16.4.2 by Yukon Indian People enrolled under the Yukon First Nation Final Agreement of a Yukon First Nation for which a basic needs allocation for Salmon has been established shall thereafter be limited to the basic needs allocation.
- 2.3 The provisions of 16.4.4.1 shall not apply to a Yukon First Nation until every Yukon First Nation's basic needs allocation has been established.

#### **3.0 Yukon River Drainage Basin Salmon Harvest Study**

- 3.1 The Council for Yukon Indians and the Minister shall jointly cause the Study to be carried out.
- 3.2 The purpose of the Study is to determine for each Yukon First Nation, the arithmetic average of the actual annual harvest of all species of Salmon in the drainage basin of the Yukon River by persons eligible to be enrolled as Yukon Indian People under the Final Agreement of a Yukon First Nation.
- 3.3 Subject to 3.4, the actual annual harvest for the study shall be determined during a five year period.



- 3.4 If, during the Study, the exercise of the right under 16.4.2 to harvest Salmon for Subsistence is actually limited pursuant to 16.3.3, the Contractor will, at the request of the Salmon Sub-Committee, eliminate from the Study the year in which the limitation occurs and the Study will be extended by one year, provided that the Study shall be completed in no more than eight years regardless of the number of years which are eliminated under this provision.
- 3.5 The Council for Yukon Indians and the Minister shall negotiate terms of reference for the Study within six months after the effective date of Settlement Legislation, failing which, either party may refer any outstanding matter to the dispute resolution process under 26.3.0.
- 3.6 The terms of reference for the Study shall include:
- 3.6.1 an initial one year period during which the Contractor is to assist the Yukon First Nations, Government and other interested parties to prepare for the Study so as to best ensure the accuracy of the Study;
  - 3.6.2 a requirement that the Contractor consider how to balance the change over time in the population of a Yukon First Nation with the factors listed in 16.10.3 in a better way than is reflected in 3.9.1;
  - 3.6.3 the other requirements of this schedule; and
  - 3.6.4 such other provisions as the parties may agree.
- 3.7 The Council for Yukon Indians and the Minister shall, within four months after completing the terms of reference, jointly appoint an independent contractor to carry out the Study, and, failing agreement, either party may refer the matter of the appointment to arbitration under 26.7.0.
- 3.8 An arbitrator acting pursuant to 3.7 shall appoint an independent contractor in accordance with the terms of reference and any bidding criteria the parties have agreed to.
- 3.9 The basic needs allocation for Salmon for a Yukon First Nation shall be determined in accordance with 3.9.1 or 3.9.2.
- 3.9.1 The basic needs allocation for Salmon for a Yukon First Nation shall be the greater of:
    - 3.9.1.1 the arithmetic average of the actual annual harvest of Salmon for the years of the Study which are not eliminated pursuant to 3.4, plus 10 percent of that number; and

- 3.9.1.2 the percentage of the Total Allowable Catch which is equal to the basic needs allocation determined under 3.9.1.1 divided by the Total Allowable Catch arithmetically averaged over the years of the Study which are not eliminated pursuant to 3.4.
- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.
- 3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

#### **4.0 Negotiation of a Basic Needs Allocation**

- 4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

## SCHEDULE B

### SOUTHERN LAKES WILDLIFE COORDINATING COMMITTEE

#### **1.0 Definitions**

1.1 In this schedule, the following definitions shall apply.

"British Columbia" means the government of the Province of British Columbia.

"Carcross/Tagish First Nation" means the Carcross/Tagish First Nation once its self-government agreement is brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1993, c. 35 and prior to that time means the Carcross/Tagish First Nations Band.

"Effective Date" means the earlier of the Effective Dates of the Carcross/Tagish First Nation Final Agreement or the Kwanlin Dun First Nation Final Agreement.

"Final Agreement" means with respect to:

- (a) the Carcross/Tagish First Nation, the Carcross/Tagish First Nation Final Agreement among Canada, the Yukon and the Carcross/Tagish First Nation brought into effect pursuant to Settlement Legislation; and
- (b) the Kwanlin Dun First Nation, the Kwanlin Dun First Nation Final Agreement among Canada, the Yukon and the Kwanlin Dun First Nation brought into effect pursuant to Settlement Legislation.

"First Nations" means the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council, the Taku River Tlingit First Nation Band, the Champagne and Aishihik First Nations and the Teslin Tlingit Council.

"Habitat" means the areas needed to sustain Southern Lakes caribou, moose, sheep and other Wildlife populations.

"Kwanlin Dun First Nation" means the Kwanlin Dun First Nation once its self-government agreement is brought into effect pursuant to the Yukon First Nations Self-Government Act, S.C. 1993, c. 35 and prior to that time means the Kwanlin Dun First Nation Band.



"Regional Wildlife Assessment" means the assessment to be prepared in accordance with 5.2.

"Southern Lakes Area" means the area shown as Southern Lakes Area on Map Sheet Southern Lakes Area in Appendix B - Maps, which forms a separate volume to this Agreement.

## **2.0 Establishment**

- 2.1 A Southern Lakes Wildlife Coordinating Committee (the "Coordinating Committee") shall be established as soon as practicable after the Effective Date.

## **3.0 Objectives**

- 3.1 The objectives of the Coordinating Committee are:

- 3.1.1 to coordinate management of caribou, moose, sheep and other Wildlife populations and their Habitats in the Southern Lakes Area to promote the recovery and Conservation of these populations, with consideration for the future subsistence needs of the First Nations in the Southern Lakes Area, as well as the future needs of other users, both consumptive and non-consumptive; and
- 3.1.2 to coordinate the involvement of and improve communications among the First Nations, Government, British Columbia and others with regard to all aspects of the recovery and management of caribou, moose, sheep and other Wildlife populations and their Habitats in the Southern Lakes Area.

## **4.0 Composition of the Coordinating Committee**

- 4.1 The Coordinating Committee shall be comprised of no less than three and no more than nine members of whom one member each shall be designated by Canada and the Yukon and at least one member shall be designated by either the Kwanlin Dun First Nation or the Carcross/Tagish First Nation. Members of the Coordinating Committee for the First Nations and British Columbia shall be designated as follows:

- 4.1.1 subject to 4.1.4, Government shall request the Kwanlin Dun First Nation and the Carcross/Tagish First Nation to each designate one member;

- 4.1.2 Government shall invite the Ta'an Kwach'an Council, the Taku River Tlingit First Nation Band, the Champagne and Aishihik First Nations, the Teslin Tlingit Council and British Columbia to each designate one member;
- 4.1.3 if any of the bodies requested or invited by Government to designate a member pursuant to 4.1.1 or 4.1.2 declines to designate a member within 90 days of being requested or invited by Government to do so, the Coordinating Committee shall be established without a designate from that body and may proceed without their participation;
- 4.1.4 if the Coordinating Committee is established prior to either the Kwanlin Dun First Nation Final Agreement or the Carcross/Tagish First Nation Final Agreement coming into effect and the predecessor Band of that First Nation declines to designate a member under 4.1.1 within 90 days of receiving the request to do so, that First Nation may, within 90 days after the Effective Date of its Final Agreement designate one member to the Coordinating Committee.

- 4.2 A member of the Coordinating Committee shall be a delegate of the body which designated the member.
- 4.3 The Coordinating Committee may invite other Persons to provide information to the Coordinating Committee or to participate in the work of the Coordinating Committee from time to time.
- 4.4 The Coordinating Committee may appoint a chairperson from its membership.
- 4.5 The Coordinating Committee shall to the greatest extent possible work on a consensus basis and may establish its own operating procedures.

## **5.0 Work of the Coordinating Committee**

- 5.1 The Coordinating Committee shall consider and may make recommendations to the Yukon, Canada, British Columbia and the First Nations on any matters affecting caribou, moose, sheep and other Wildlife populations and their Habitats in the Southern Lakes Area, including recommendations concerning legislation, policies, programs and measures respecting:
- 5.1.1 the coordination of the land and resource management activities of the First Nations;

- 5.1.2 recovery, Conservation and management plans;
  - 5.1.3 harvest management;
  - 5.1.4 the need for and the review of Wildlife management and research proposals and other management and research proposals as may relate to the objectives of the Coordinating Committee;
  - 5.1.5 actions necessary to achieve the objectives described in any Wildlife management plans applicable in the Southern Lakes Area having similar objectives to those set out in 3.0;
  - 5.1.6 specific projects, plans, and activities that may impede, delay, or disrupt movements, affect behavioural patterns or reduce productivity of caribou, moose, sheep and other Wildlife populations, or affect Habitat; and
  - 5.1.7 the identification of sensitive Habitat requiring special protection and the means for protecting that Habitat.
- 5.2 Within 24 months of its establishment, the Coordinating Committee shall endeavour to complete and submit to the Yukon, Canada, the First Nations and British Columbia a Regional Wildlife Assessment which shall take into account existing information and data in relation to the following:
- 5.2.1 the subsistence food needs of the First Nations;
  - 5.2.2 Wildlife harvest levels of all user groups in the Southern Lakes Area;
  - 5.2.3 Wildlife harvest patterns of all user groups in the Southern Lakes Area and changes to those patterns;
  - 5.2.4 the existing regulatory framework, programs, plans and policies pertaining to Wildlife in the Southern Lakes Area;
  - 5.2.5 any previous studies of Wildlife in the Southern Lakes Area;
  - 5.2.6 the relevant knowledge and experience of the First Nations, residents of the Southern Lakes Area, and the scientific communities in relation to Wildlife in the Southern Lakes Area;



5.2.7 the present state of Wildlife populations and Habitat in the Southern Lakes Area; and

5.2.8 any other available relevant information.

5.3 For greater certainty, where the Coordinating Committee identifies additional or further studies in relation to any of the matters enumerated in 5.2 that may assist the Coordinating Committee in the completion of the Regional Wildlife Assessment, Government may, at its sole discretion, undertake such additional or further studies.

5.4 The Coordinating Committee shall provide information collected by it for the Regional Wildlife Assessment to Renewable Resources Councils within the Southern Lakes Area and to the Fish and Wildlife Management Board to assist in future Fish and Wildlife management.

5.5 The Coordinating Committee may provide advice to and seek input from Renewable Resources Councils within the Southern Lakes Area, the Fish and Wildlife Management Board, any Regional Land Use Planning Commission in the Southern Lakes Area, and other appropriate boards and government agencies on land use planning, land use activities and land management practices throughout the Southern Lakes Area.

5.6 In carrying out its work, the Coordinating Committee shall provide for public input, which may include public meetings to receive input and to report on its findings and recommendations.

## **6.0 Term of Steering Committee**

6.1 The mandate of the Coordinating Committee shall expire three years from the establishment of the Coordinating Committee unless otherwise agreed by the Yukon, Canada, and those of the Carcross/Tagish First Nation and the Kwanlin Dun First Nation who have a member on the Coordinating Committee.

## **7.0 Technical and Administrative Support**

7.1 The Yukon shall provide technical support to the Coordinating Committee and the First Nations and British Columbia may also provide technical support.

7.2 The Yukon shall provide administrative support to assist in meeting the administrative needs of the Coordinating Committee.

## **SCHEDULE C**

### **ALLOCATION OF TOTAL ALLOWABLE HARVEST FOR MOOSE**

#### **1.0 Definitions**

In this schedule, the following definitions shall apply.

"Available Harvest in the Traditional Territory" means the total number of moose in the entire Traditional Territory of the Kwanlin Dun First Nation which are not required for Conservation.

"Overlapping Areas" means those parts of Yukon First Nation Traditional Territories which overlap the Traditional Territory of the Kwanlin Dun First Nation.

#### **2.0 Allocation**

- 2.1 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Kwanlin Dun First Nation, Government shall allocate to the Kwanlin Dun First Nation 75% of the Total Allowable Harvest.
- 2.2 Upon the elimination of Overlapping Areas in all or substantially all of the Traditional Territory of the Kwanlin Dun First Nation and upon the request of the Kwanlin Dun First Nation, Government shall endeavour to negotiate an allocation for moose for the Traditional Territory of the Kwanlin Dun First Nation no less favourable to the Kwanlin Dun First Nation than the allocation set out at 2.1.
- 2.3 Any allocation negotiated under 2.2 shall be in the following form:
- 2.3.1 When the Available Harvest in the Traditional Territory is as set out in column 1 of the following table, Government shall allocate to the Kwanlin Dun First Nation that portion of the Total Allowable Harvest established for moose for all or part of the Traditional Territory of the Kwanlin Dun First Nation set out in the corresponding row of column 2.
- 2.3.2 The numbers and percentages to be inserted in column 1 and column 2 of the table will be determined by the parties as part of the negotiation under 2.2 and shall be based on the following factors:



2.3.2.1 estimates of the moose population in the Traditional Territory of the Kwanlin Dun First Nation;

2.3.2.2 the traditional knowledge and experience of Kwanlin Dun;

2.3.2.3 the Subsistence needs of Kwanlin Dun;

2.3.2.4 the reasonable needs of other harvesters;

2.3.2.5 the matters set out in 16.9.6.1 to 16.9.6.4; and

2.3.2.6 such other factors as agreed upon by Government and the Kwanlin Dun First Nation.

2.3.3 In determining the Available Harvest in the Traditional Territory for the purposes of an allocation negotiated under 2.2, Government shall Consult with the Kwanlin Dun First Nation and the Council and shall consider scientific research and the special knowledge and experience of Kwanlin Dun.

2.4 Failing an agreement under 2.2, the allocation shall be as set out in 2.1.

Column 1	Column 2
Available Harvest in the Traditional Territory	Portion of Total Allowable Harvest
Numbers will be determined by the parties as part of the negotiation under 2.2 and will be based on the factors set out in 2.3.2.	Percentages will be determined by the parties as part of the negotiation under 2.2 and will be based on the factors set out in 2.3.2.

## **SCHEDULE D**

### **FRESHWATER FISH WATERBODIES - ASSESSMENT AND MANAGEMENT PLANS**

#### **1.0 Objectives**

- 1.1 In order to achieve the purposes of 16.9.10, the objectives of this schedule are:
- 1.1.1 to ensure Conservation in the management and use of Freshwater Fish resources and their habitat in those Freshwater Fish waterbodies in the Traditional Territory of the Kwanlin Dun First Nation which are identified and agreed under 3.2.1 (the "Selected Waterbodies");
  - 1.1.2 to enhance and promote the full participation of the Kwanlin Dun First Nation and Kwanlin Dun in the management of Freshwater Fish resources in the Selected Waterbodies;
  - 1.1.3 to integrate the relevant knowledge and experience of both Kwanlin Dun and scientific communities in respect of the Selected Waterbodies;
  - 1.1.4 to recognize the ecological and cultural importance of Freshwater Fish waterbodies in the Traditional Territory of the Kwanlin Dun First Nation.

#### **2.0 Establishment and Composition of Steering Committee**

- 2.1 A steering committee shall be established no later than 18 months after the Effective Date of this Agreement (the "Steering Committee") to undertake an assessment of the current state of fisheries for Freshwater Fish in the Selected Waterbodies (the "Assessment") and, if requested pursuant to 5.1, to develop management plans in accordance with this schedule.
- 2.2 There shall be four members of the Steering Committee of whom two shall be appointed by the Yukon and two by the Kwanlin Dun First Nation.

### **3.0 Assessment**

3.1 The Assessment shall be submitted to the Yukon and the Kwanlin Dun First Nation.

3.2 In preparing the Assessment, the Steering Committee shall:

- 3.2.1 identify and agree on the Freshwater Fish waterbodies in the Traditional Territory of the Kwanlin Dun First Nation to be included in the Assessment;
- 3.2.2 provide for a public consultation process, which, for greater certainty, includes consultation with Kwanlin Dun;
- 3.2.3 review the present state of Freshwater Fish stocks and habitat in the Selected Waterbodies, based on existing information;
- 3.2.4 review current harvest levels by Kwanlin Dun and other users of Freshwater Fish in the Selected Waterbodies;
- 3.2.5 review the existing regulatory framework and existing programs, plans and policies, pertaining to fisheries for Freshwater Fish in the Traditional Territory of the Kwanlin Dun First Nation in relation to the Selected Waterbodies;
- 3.2.6 consider the food Freshwater Fish needs of Kwanlin Dun;
- 3.2.7 consider the relevant knowledge and experience of both Kwanlin Dun and scientific communities in relation to fisheries for Freshwater Fish in the Selected Waterbodies; and
- 3.2.8 consider other matters as jointly requested by the Yukon and the Kwanlin Dun First Nation.

3.3 If, in the preparation of the Assessment, the Steering Committee identifies:

- 3.3.1 waterbodies where the Freshwater Fish stocks have declined or are at risk and in need of Conservation measures; or



- 3.3.2 waterbodies where the food Freshwater Fish needs of Kwanlin Dun are not being met,

the Steering Committee may recommend the development of management plans or other Conservation measures for some or all of the Selected Waterbodies.

- 3.4 Prior to submitting the Assessment to the Yukon and the Kwanlin Dun First Nation, the Steering Committee shall provide the Ilex Renewable Resources Council with an opportunity to review the Assessment.
- 3.5 The Steering Committee shall endeavour to submit the Assessment to the Yukon and the Kwanlin Dun First Nation within two years of the date upon which it was established.

#### **4.0 Review of Assessment Recommendations**

- 4.1 Within 180 days of receipt of the Assessment, the Yukon and the Kwanlin Dun First Nation shall jointly review the Assessment with a view to reaching consensus as to which, if any, of the recommendations contained therein, they will each support.
- 4.2 If the Yukon and the Kwanlin Dun First Nation are unable to reach consensus under 4.1, either may refer the matter to the dispute resolution process under 26.4.0.
- 4.3 If the matter referred to the dispute resolution process under 4.2 is not resolved, the Yukon and the Kwanlin Dun First Nation shall advise each other, in writing, which recommendations, if any, they are each prepared to support, together with reasons for that decision.

#### **5.0 Management Plans**

- 5.1 If, pursuant to 16.9.10.6 of this Agreement or 4.0 of this schedule, the Yukon and the Kwanlin Dun First Nation agree to develop a management plan for a Freshwater Fish waterbody in the Traditional Territory of the Kwanlin Dun First Nation, they shall request the Steering Committee to prepare the management plan.

- 5.2 Upon making the request referred to in 5.1, the Yukon and the Kwanlin Dun First Nation shall consider the need to develop interim Conservation measures for the waterbody for which the management plan is to be developed and may jointly request the Steering Committee to make recommendations on this matter.
- 5.3 If the Yukon and the Kwanlin Dun First Nation agree to develop interim Conservation measures, the waterbody in question shall be managed in accordance with the agreed upon interim measures prior to the approval of the management plan.
- 5.4 The Steering Committee shall endeavour to recommend a management plan to the Yukon and the Kwanlin Dun First Nation within one year of its receipt of the request referred to in 5.1 or such further time as may be agreed in writing by the Yukon and the Kwanlin Dun First Nation.
- 5.5 If the members of the Steering Committee are unable to reach agreement on the provisions to be included in a management plan, the Yukon or the Kwanlin Dun First Nation may refer the matter to dispute resolution pursuant to 26.4.0.
- 5.6 If jointly requested by the Yukon and the Kwanlin Dun First Nation, the Steering Committee may prepare more than one management plan or prepare one management plan for more than one waterbody.
- 5.7 The preparation of a management plan shall include a process for public consultation.
- 5.8 In preparing a management plan, the Steering Committee shall take into account the objectives of this schedule.
- 5.9 A management plan may address any matter pertaining to the management and use of Freshwater Fish resources in the waterbody for which the plan is being developed and shall address any matter that the Yukon and the Kwanlin Dun First Nation jointly request the Steering Committee to consider.
- 5.10 Prior to recommending a management plan to the Yukon and the Kwanlin Dun First Nation, the Steering Committee shall provide the Ibex Renewable Resources Council with an opportunity to review the management plan.

## **6.0 Approval of the Management Plan**

- 6.1 Within 90 days of receipt of a proposed management plan from the Steering Committee pursuant to 5.4, the Yukon and the Kwanlin Dun First Nation shall jointly review the provisions set out therein and shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 6.2 If the Yukon and the Kwanlin Dun First Nation are unable to reach consensus under 6.1 within 90 days of receipt of a proposed management plan, either may refer the matter to the dispute resolution process under 26.4.0.
- 6.3 If the matter referred to the dispute resolution process under 6.2 is not resolved, or if a matter under 6.2 is not referred to dispute resolution, the Minister may accept, vary or set aside the provisions set out in the proposed management plan and the decision of the Minister as to the provisions to be included in the management plan shall be forwarded to the Kwanlin Dun First Nation.
- 6.4 The management plan in respect of which a consensus has been reached under 6.1 or 6.2, or decided by the Minister under 6.3 shall be the "Approved Management Plan".

## **7.0 Implementation and Review**

- 7.1 A waterbody for which an Approved Management Plan has been developed shall be managed in accordance with the Approved Management Plan.
- 7.2 The Yukon and the Kwanlin Dun First Nation shall consider and may develop mechanisms or enter into agreements to facilitate cooperative implementation and monitoring of an Approved Management Plan.
- 7.3 The Yukon and the Kwanlin Dun First Nation shall jointly review an Approved Management Plan and its implementation no later than five years after its initial approval and shall consider the need for review at least every five years thereafter, provided that there shall be a joint review at least every 10 years.



## SCHEDULE E

### CATEGORY 1 TRAPLINES

- 1.0 **List of Category 1 Traplines in the Traditional Territory of the Kwanlin Dun First Nation**
- 1.1 This schedule will be amended as trappers give consent to have their traplines designated as Category 1 traplines.



## **CHAPTER 17 - FOREST RESOURCES**

### **17.1.0 Definitions**

In this chapter, the following definitions shall apply.

#### **Specific Provision**

"Extra Forest Fire Personnel" means personnel, other than regular employees or seasonally employed crews, hired on a casual basis for forest fire management activities.

"Forest Resources Management" includes forest conservation, reforestation and silviculture.

"Forest Resources" includes all flora in a wild state.

"Tree" means a single-stemmed perennial woody plant in a wild state.

### **17.2.0 General**

17.2.1 Subject to its Settlement Agreement, each Yukon First Nation shall own, manage, allocate and protect the Forest Resources on its Settlement Land.

17.2.2 The Minister shall Consult with the affected Renewable Resources Councils:

17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and

17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.

17.2.3 Nothing in this chapter applies to a National Park, a national park reserve or a national historic site administered by the Canadian Parks Service.

### **17.3.0 Forest Resources Harvesting**

17.3.1 Subject to this chapter:



- 17.3.1.1 Yukon Indian People shall have the right, during all seasons of the year, to harvest Forest Resources on Crown Land for purposes incidental to the exercise of their traditional pursuits of hunting, fishing, trapping and gathering;
- 17.3.1.2 each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes; and
- 17.3.1.3 Yukon Indian People shall have the right during all seasons of the year to harvest Forest Resources on Crown Land incidental to the practice of their traditional customs, culture and religion or for the traditional production of handicrafts and implements.

<p><b>Specific Provision</b></p>
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| <p>17.3.1.4 For greater certainty, mushrooms are included in the Forest Resources which may be harvested pursuant to 17.3.1.1 and 17.3.1.3.</p> |
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- 17.3.2 The rights provided by 17.3.1 are subject to Legislation enacted for reasons of Forest Resources Management, land management, Conservation, protection of the environment, and for public health and public safety.
- 17.3.3 For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.
- 17.3.4 The rights set out in 17.3.1 do not apply to Crown Land:
  - 17.3.4.1 where the exercise of a right conflicts with the carrying out of any activity authorized by Government;
  - 17.3.4.2 that is subject to a surface lease or an agreement for sale, unless the Person, other than Government, holding such interest consents; or
  - 17.3.4.3 where access by the public is limited or prohibited.
- 17.3.5 Yukon Indian People may dispose of Trees harvested pursuant to 17.3.1 by way of gift, trade, barter or sale to other Yukon Indian People and to aboriginal people who are beneficiaries of Transboundary Agreements for the purposes described in 17.3.1.
- 17.3.6 Nothing in 17.3.1 shall be construed to:

- 17.3.6.1 confer a right of ownership of Forest Resources upon a Yukon Indian Person or a Yukon First Nation;
- 17.3.6.2 guarantee the supply of Forest Resources to a Yukon Indian Person or Yukon First Nation;
- 17.3.6.3 preclude any Person from harvesting Forest Resources on Crown Land if permitted by and in accordance with Laws of General Application; or
- 17.3.6.4 entitle Yukon Indian People or a Yukon First Nation to any priority of use, or right to any compensation for damage to, or loss of, Forest Resources or harvesting opportunities on Crown Land.

#### **17.4.0 Renewable Resources Councils**

- 17.4.1 A Renewable Resources Council may make recommendations to the Minister and the affected Yukon First Nation with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within that Yukon First Nation's Traditional Territory, including:
  - 17.4.1.1 the coordination of Forest Resources Management throughout the Yukon and in the relevant Traditional Territory;
  - 17.4.1.2 the need for, and the content and timing of, Forest Resources inventories and management plans;
  - 17.4.1.3 the policies, programs and Legislation which affect Forest Resources;
  - 17.4.1.4 proposals for Forest Resources research;
  - 17.4.1.5 forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;
  - 17.4.1.6 the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;
  - 17.4.1.7 employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;
  - 17.4.1.8 measures for the control of forest pests and diseases; and

- 17.4.1.9 other matters relating to the protection and management of Forest Resources.
- 17.4.2 Upon request by a Renewable Resources Council, the Minister and a Yukon First Nation may make available to the Council information in their possession with respect to the following:
  - 17.4.2.1 Forest Resources inventories;
  - 17.4.2.2 Forest Resources Management plans;
  - 17.4.2.3 proposals for Forest Resources research; or
  - 17.4.2.4 information on policies and programs related to Forest Resources.
- 17.4.3 Renewable Resources Councils shall cooperate with each other and with Yukon First Nations in matters of common concern and shall explore means of coordinating their activities.
- 17.4.4 Yukon First Nations shall cooperate with each other and with Renewable Resources Councils in matters of common concern and shall explore means of coordinating their activities.
- 17.4.5 A Renewable Resources Council may submit a budget for costs of carrying out its responsibilities under this chapter as a part of the budget submitted under 16.6.7.

#### **17.5.0 Forest Resources Management Plans**

- 17.5.1 The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.
- 17.5.2 A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.
- 17.5.3 After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.
- 17.5.4 The timing for the development of Forest Resources Management plans for each Yukon First Nation's Traditional Territory shall be addressed in Yukon First Nation Final Agreements.



### **Specific Provision**

- 17.5.4.1 The Minister, in Consultation with the Kwanlin Dun First Nation and the Ixex Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans within the Traditional Territory of the Kwanlin Dun First Nation.
- 17.5.4.2 The Minister, in Consultation with the Kwanlin Dun First Nation, shall determine the need for and the timing of the preparation of any inventory of Trees on Crown Land in the Traditional Territory of the Kwanlin Dun First Nation and the Minister and the Kwanlin Dun First Nation shall agree on the order in which areas shall be inventoried, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0.
- 17.5.4.3 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of the Kwanlin Dun First Nation, it shall Consult with the Kwanlin Dun First Nation to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information on land held by the Kwanlin Dun First Nation.
- 17.5.4.4 The Minister shall provide to the Kwanlin Dun First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of the Kwanlin Dun First Nation on the same cost-recovery basis as such results would be provided to any other Person.

17.5.5 When developing Forest Resources Management plans, the Minister and the Yukon First Nations shall take into account the following:

- 17.5.5.1 the principle of sustainable use of Forest Resources;
- 17.5.5.2 the principle of an integrated and balanced approach to the management and protection of interests in and uses of Forest Resources in a watershed;
- 17.5.5.3 the principle of integrated Forest Resources Management on Settlement Land and Non-Settlement Land;
- 17.5.5.4 the Forest Resources harvesting and management customs of Yukon Indian People;
- 17.5.5.5 Fish and Wildlife Harvesting rights and management plans as set out in Chapter 16 - Fish and Wildlife;

- 17.5.5.6 the knowledge and experience both of the Yukon Indian People and scientific communities in Forest Resources Management and use; and
- 17.5.5.7 the principle of implementing the plan on a watershed basis.
- 17.5.6 A Forest Resources Management plan may provide guidelines in respect of:
  - 17.5.6.1 Forest Resources pest and disease control;
  - 17.5.6.2 standards for the use of Forest Resources;
  - 17.5.6.3 terms, conditions and areas for the harvesting of Forest Resources; and
  - 17.5.6.4 such other matters as the Yukon First Nation or the Minister may request.
- 17.5.7 The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.
- 17.5.8 If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.
- 17.5.9 The Minister shall make available to each Yukon First Nation, before its final land selections are signed by the negotiators for its Yukon First Nation Final Agreement, all information that Government possesses concerning any inventory of Trees on land available for selection by that Yukon First Nation.
- 17.6.0 Relationship between Forest Resources Management and Other Processes**
- 17.6.1 A Forest Resources Management plan and a forest fire management plan shall be consistent with any approved regional land use plans.
- 17.6.2 Yukon First Nations and Government shall manage, allocate and protect their respective Forest Resources in a manner consistent with any recommendations approved in accordance with Chapter 12 - Development Assessment.
- 17.7.0 Forest Resources Pest and Disease Control**
- 17.7.1 Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.

- 17.7.2 Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.
- 17.7.3 Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.
- 17.7.4 The application of pesticides or herbicides pursuant to 17.7.1, 17.7.2, and 17.7.3 shall be subject to Chapter 12 - Development Assessment.
- 17.7.5 In emergency situations, nothing in 17.7.1 to 17.7.4 shall be construed to restrict the Minister's authority to control pests or diseases which threaten Forest Resources.

#### **17.8.0 Forest Resources Protection**

- 17.8.1 Nothing in this chapter shall be construed to obligate Government to fight forest fires.
- 17.8.2 Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that Yukon First Nation's Settlement Land and on adjacent Non-Settlement Land.
- 17.8.3 For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:
- 17.8.3.1 in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and
  - 17.8.3.2 within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.
- 17.8.4 Government may take any action it considers necessary on Settlement Land for control or extinguishment of forest fires. Where practicable, Government shall give notice to the affected Yukon First Nation prior to taking such action.

#### **Specific Provision**

- 17.8.5 No later than four years after the Effective Date of this Agreement, Government and the Kwanlin Dun First Nation shall commence discussions to confirm their respective roles for forest fire management on Settlement Land following the five year period specified in 17.8.3.



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| 17.8.6 | The obligation set out in 17.8.5 shall not apply if there is in effect an agreement which addresses forest fire management on Kwanlin Dun First Nation Settlement Land following the five year period specified in 17.8.3. |
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### **17.9.0 Third Party Interests**

- 17.9.1 Unless otherwise agreed in a Yukon First Nation Final Agreement, where Settlement Land includes land to which a timber harvesting agreement applies:

17.9.1.1 on the Effective Date of a Yukon First Nation's Final Agreement; or

17.9.1.2 where the land becomes Settlement Land after the Effective Date of a Yukon First Nation's Final Agreement, on the date the land is transferred to the Yukon First Nation,

the holder of the agreement shall be entitled to exercise all rights granted by or pursuant thereto as if the land had not become Settlement Land.

### **17.10.0 Access**

- 17.10.1 The holder of a commercial timber permit on Settlement Land which was in existence on the Effective Date of a Yukon First Nation Final Agreement shall have a right of access to use Settlement Land covered by the permit for purposes related to the commercial timber permit without the consent of the affected Yukon First Nation. The terms and conditions of the right of access shall be determined by the Minister as if that land had not become Settlement Land.
- 17.10.2 The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.
- 17.10.3 Where Settlement Land is subject to a timber harvesting agreement, the holder of the timber harvesting agreement shall have a right of access, including the right to construct new access, to use Settlement Land subject to the timber harvesting agreement for purposes related to that agreement without the consent of the affected Yukon First Nation. The terms and conditions of any right of access shall be determined by the Minister as if that land had not become Settlement Land.

17.10.4 The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.

17.10.5 The Surface Rights Board shall not make an order for access pursuant to 17.10.2 and 17.10.4, unless the holder seeking access satisfies the Board that:

17.10.5.1 such access is reasonably required; and

17.10.5.2 such access is not also practicable and reasonable across Crown Land.

#### **17.11.0 Application of Access Rights on Developed Settlement Land**

17.11.1 Subject to 17.11.2, the provisions of 17.10.0 do not apply to Developed Settlement Land.

17.11.2 Where a commercial timber permit or the timber harvesting agreement described in 17.10.0 is on a Parcel of Developed Settlement Land, any right of access provided under 17.10.0 applies on that Parcel.

#### **17.12.0 Conditions of Access**

17.12.1 The rights of access provided by 17.10.1 and 17.10.3 are subject to the conditions that there shall be no:

17.12.1.1 unnecessary damage to Settlement Land or significant damage to improvements on Settlement Land;

17.12.1.2 mischief committed on Settlement Land;

17.12.1.3 unnecessary interference with the use and peaceful enjoyment by the Yukon First Nation of its Settlement Land;

17.12.1.4 fee or charge payable to the affected Yukon First Nation; or

17.12.1.5 compensation for damage other than unnecessary damage to Settlement Land or significant damage to improvements on Settlement Land.

17.12.2 A person who fails to comply with the conditions in 17.12.1.1, 17.12.1.2 and 17.12.1.3 shall be considered a trespasser with respect to that incident of access.

### **17.13.0 Other Access Rights**

- 17.13.1 Nothing in this chapter shall be construed to prevent the holder of a commercial timber permit or timber harvesting agreement from exercising a right of access pursuant to a Settlement Agreement.

### **17.14.0 Economic Opportunities**

- 17.14.1 Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.
- 17.14.2 When negotiating a Yukon First Nation Final Agreement, the parties to that Yukon First Nation Final Agreement shall address economic opportunities for the Yukon First Nation in the management, protection and harvesting of Forest Resources.

#### **Specific Provision**

- 17.14.2.1 Nothing in this Agreement shall be construed to affect the ability of the Kwanlin Dun First Nation to apply for and obtain any right to harvest Trees on Non-Settlement Land in accordance with Laws of General Application.
- 17.14.2.2 Government shall provide written notice to the Kwanlin Dun First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Kwanlin Dun First Nation.
- 17.14.2.3 Government shall include the Kwanlin Dun First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Kwanlin Dun First Nation.
- 17.14.2.4 The Kwanlin Dun First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with silviculture within the Traditional Territory of the Kwanlin Dun First Nation upon the same terms and conditions as would be offered to others.
- 17.14.2.5 Any failure to provide written notice pursuant to 17.14.2.2 shall not affect the public tender process or the contract awards resulting therefrom.



- 17.14.2.6 Any failure to include the Kwanlin Dun First Nation in any invitational tender for contracts pursuant to 17.14.2.3 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 17.14.2.7 Any failure to provide a first opportunity pursuant to 17.14.2.4 shall not affect any contract entered into associated with silviculture within the Traditional Territory of the Kwanlin Dun First Nation.
- 17.14.2.8 Government shall include a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Kwanlin Dun First Nation.
- 17.14.2.9 Nothing in 17.14.2.8 shall be construed to mean that a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms shall be the determining criterion in awarding any contract.
- 17.14.2.10 Where Government requires Extra Forest Fire Personnel within the Traditional Territory of the Kwanlin Dun First Nation it shall, where practicable, hire Kwanlin Dun.
- 17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Kwanlin Dun First Nation with a view to identifying economic and employment opportunities for Kwanlin Dun associated with forest fire management in the Traditional Territory of the Kwanlin Dun First Nation.



## **CHAPTER 18 - NON-RENEWABLE RESOURCES**

### **18.1.0 Specified Substances**

- 18.1.1 A Yukon First Nation having a Specified Substances Right and a Person having a Mineral Right shall exercise those rights so far as practicable in a manner that the exercise of one right does not interfere with the exercise of the other right.
- 18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.
- 18.1.3 Subject to 18.1.4, on an application under 18.1.2, the Surface Rights Board shall make an order specifying the terms and conditions of exercising either the Specified Substances Right or the Mineral Right or both so as to reduce such interference as far as practicable and, to the extent that interference with the exercise of the Specified Substances Right cannot be avoided, the Board shall give priority to the Person having the Mineral Right subject only to the payment of compensation to the Yukon First Nation for:
- 18.1.3.1 interference with the exercise of the Specified Substances Right; and
  - 18.1.3.2 loss of opportunity to exercise the Specified Substances Right, taking into account the associated production cost incurred by the Person holding the Mineral Right.
- 18.1.4 The holder of an Existing Mineral Right is not required to pay compensation under 18.1.3.
- 18.1.5 Subject to any order of the Surface Rights Board issued pursuant to 18.1.3, any Person exercising a Mineral Right has a right to take, use, encounter, damage or destroy any Specified Substance incidental to the exercise of that Mineral Right without compensation to a Yukon First Nation.
- 18.1.6 Subject to 18.1.7, any Specified Substance taken, used, encountered, damaged or destroyed under 18.1.5 shall become the property of the Person exercising the Mineral Right.
- 18.1.7 A Person who has acquired a property interest in any Specified Substance pursuant to 18.1.6 is deemed to have forfeited all his proprietary rights therein upon expiry or termination of his Mineral Right, and thereafter the Yukon First Nation shall have the right to take and use that Specified Substance without compensation to that Person.



## **18.2.0 Quarries**

18.2.1 In 18.2.0, the following definition shall apply.

"Government" includes the agents and contractors of Government.

18.2.2 Government shall endeavour to identify any Quarry required for public purposes within each Yukon First Nation's Traditional Territory before the final land selections for that Yukon First Nation have been signed by the negotiators to that Yukon First Nation Final Agreement.

18.2.3 Where reasonable and practicable to do so, Government shall endeavour to locate any Quarry on Non-Settlement Land.

18.2.4 Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.

18.2.5 Where Government has not identified adequate Quarries for public purposes before the final land selections have been signed by the negotiators to that Yukon First Nation Final Agreement, that Yukon First Nation Final Agreement shall set out:

18.2.5.1 a time period for further identification of any Quarry on Settlement Land which, unless the parties to that Yukon First Nation Final Agreement otherwise agree, shall be two years from the Effective Date of the Yukon First Nation Final Agreement;

18.2.5.2 the area within the Traditional Territory that is subject to further identification of Quarries on Settlement Land; and

### **Specific Provision**

(a) The following Parcels of Kwanlin Dun First Nation Settlement Land are subject to further identification of Quarries pursuant to 18.2.5.2:

(i) those portions of Parcel R-5A lying within two kilometres east of the centre line of a 60 metre right-of-way for the road known as the M'Clintock Valley Road and shown approximately by a line designated as M'Clintock Valley Road on Map Sheet 105 D/9 but not including that portion of Parcel R-5A designated as R-5A/D1 on Map Sheet 105 D/9;

- (ii) Parcel R-28A;
- (iii) those portions of Parcel R-40A lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Fish Lake Road and shown approximately by a line designated as Fish Lake Road on Map Sheet 105 D/11;
- (iv) Parcel R-75A;
- (v) those portions of Parcels R-62A and R-80A lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Kusawa Lake Road and shown approximately by a line designated as Kusawa Lake Road on Map Sheets 115 A/9 and 115 A/16,

as identified in Appendix A - Settlement Land Descriptions, attached to this Agreement, and in Appendix B - Maps, which forms a separate volume to this Agreement.

18.2.5.3 a process for Consultation with the Yukon First Nation in the further identification of Quarries on Settlement Land.

#### **Specific Provision**

- (a) Government shall provide Kwanlin Dun First Nation with a written notice setting out the location of the Quarry on Settlement Land that Government proposes to identify, the information which was used by Government in deciding to propose to identify that Quarry and the public purposes for which the Quarry is required.
- (b) Within 60 days of receipt of the notice described in (a), the Kwanlin Dun First Nation shall provide Government with its views on Government's proposal to identify that Quarry and may request a meeting with Government to present those views.
- (c) Government shall, if requested, meet with the Kwanlin Dun First Nation to discuss its proposed identification of that Quarry and review the establishment of Quarries on Non-Settlement Land.

- (d) Government shall consider fully and fairly the views presented by the Kwanlin Dun First Nation and shall provide, to the Kwanlin Dun First Nation, its response in writing to those views and its decision on identification of that Quarry.

- 18.2.6 Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:
- 18.2.6.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;
  - 18.2.6.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;
  - 18.2.6.3 on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and
  - 18.2.6.4 where a dispute arises over the use or restoration of a Quarry by Government, either Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.
- 18.2.7 Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.
- 18.2.8 If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.



- 18.2.9 When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.
- 18.2.10 Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.

**18.3.0 Access to Settlement Land for an Existing Mineral Right**

- 18.3.1 Subject to 6.6.0, any Person having an Existing Mineral Right, whether on Settlement Land or on Non-Settlement Land, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land without the consent of the affected Yukon First Nation if:
- 18.3.1.1 the access is of a casual and insignificant nature; or
  - 18.3.1.2 the route used is generally recognized and was being used for access on a regular basis, whether year round or intermittently, either,
    - (a) prior to public notification of the final land selection for that Yukon First Nation's Final Agreement, or
    - (b) where the land becomes Settlement Land after the Effective Date of the Yukon First Nation Final Agreement, on the date the land became Settlement Land,on the condition that the exercise of the right of access does not result in a significant alteration being made of that route.
- 18.3.2 Any Person having an Existing Mineral Right on Settlement Land has a right of access, for purposes of exercising that right, to use that Parcel of Settlement Land without the consent of the affected Yukon First Nation, where provided by Laws of General Application.
- 18.3.3 Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

- 18.3.4 Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.
- 18.3.5 The Surface Rights Board shall not make an order under 18.3.4 unless the Person seeking access satisfies the Board that:
- 18.3.5.1 the access is reasonably required; and
  - 18.3.5.2 such access is not also practicable and reasonable across Crown Land.
- 18.3.6 If the Surface Rights Board makes an order under 18.3.3 or 18.3.4, it may order compensation as a term or condition of access only if a private owner of land in similar circumstances would be entitled to compensation, and then only to the same extent.

#### **18.4.0 Access to Settlement Land for a New Mineral Right**

- 18.4.1 Subject to 6.6.0, any Person having a New Mineral Right on Category B or Fee Simple Settlement Land or on Non-Settlement Land has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land without the consent of the affected Yukon First Nation if:
- 18.4.1.1 the access is of a casual and insignificant nature; or
  - 18.4.1.2 the route used is generally recognized and was being used for access on a regular basis, whether year round or intermittently, either,
    - (a) prior to public notification of the final land selection for that Yukon First Nation's Final Agreement, or
    - (b) where the land becomes Settlement Land after the Effective Date of the Yukon First Nation Final Agreement, on the date the land became Settlement Land,
- on the condition that the exercise of the right of access does not result in a significant alteration being made of that route.

- 18.4.2 Subject to 6.6.0, any Person having a New Mineral Right on Category B or Fee Simple Settlement Land has a right of access, for purposes of exercising that New Mineral Right, to use that Parcel of Settlement Land without the consent of the affected Yukon First Nation if the exercise of the right of access does not require the use of heavy equipment or methods more disruptive or damaging to the land than hand labour methods.
- 18.4.3 Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.4.4 Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in a right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.4.5 The Board shall not make an order pursuant to 18.4.4 unless the Person seeking access satisfies the Board that:
- 18.4.5.1 the access is reasonably required; and
  - 18.4.5.2 the access is not also practicable and reasonable across Crown Land.

## **18.5.0 Application of Access Rights on Developed Settlement Land**

- 18.5.1 Subject to 18.5.2, the provisions of 18.3.0 and 18.4.0 do not apply to Developed Settlement Land.
- 18.5.2 Where the Mineral Right described in 18.3.0 or 18.4.0 is on a Parcel of Developed Settlement Land, any right of access provided under 18.3.0 or 18.4.0 applies on that Parcel.

## **18.6.0 Conditions of Access**

- 18.6.1 The rights of access provided by 18.3.1 and 18.4.1 are subject to the conditions that there shall be no:
- 18.6.1.1 significant damage to the Settlement Land or to improvements on the Settlement Land;



- 18.6.1.2 mischief committed on the Settlement Land;
  - 18.6.1.3 significant interference with the use and peaceful enjoyment of the Settlement Land by the Yukon First Nation;
  - 18.6.1.4 permanent structure erected on the Settlement Land;
  - 18.6.1.5 fee or charge payable to the affected Yukon First Nation; or
  - 18.6.1.6 compensation for damage other than for significant damage.
- 18.6.2 The rights of access provided by 18.3.2 and 18.4.2 are subject to the conditions that there shall be no:
- 18.6.2.1 unnecessary damage to the Settlement Land or significant damage to improvements on the Settlement Land;
  - 18.6.2.2 mischief committed on the Settlement Land;
  - 18.6.2.3 unnecessary interference with the use and peaceful enjoyment of the Settlement Land by the Yukon First Nation;
  - 18.6.2.4 fee or charge payable to the affected Yukon First Nation; or
  - 18.6.2.5 compensation for damage other than unnecessary damage to the Settlement Land or for significant damage to improvements on the Settlement Land.
- 18.6.3 A Person who fails to comply with the conditions in 18.6.1.1, 18.6.1.2, 18.6.1.3, 18.6.1.4, 18.6.2.1, 18.6.2.2 or 18.6.2.3 shall be considered a trespasser with respect to that incident of access.

## **18.7.0 Other Access Rights**

- 18.7.1 Nothing in this chapter shall be construed to prevent the holder of a Mineral Right from exercising a right of access pursuant to a Settlement Agreement.

## CHAPTER 19 - FINANCIAL COMPENSATION

### 19.1.0 Definitions

In this chapter, the following definitions shall apply.

"1989 Aggregate Value" means the amount set out in 19.2.1.

"Adjusted Final Share" means with respect to each Yukon First Nation,

- (i) if the Yukon First Nation's Final Agreement is signed within two years of the effective date of Settlement Legislation, the greater of A or B, where:

A equals that Yukon First Nation's Unadjusted Final Share multiplied by P multiplied by Q, where,

P equals  $(1.04)^N$ , where N is the number of years from August 15, 1989 to the most recent anniversary of August 15 prior to the date of signature of that Yukon First Nation's Final Agreement, and

Q equals 1.00 plus (0.04 multiplied by F and divided by 365), where F is the number of days from the most recent anniversary of August 15 prior to the date of signature of that Yukon First Nation's Final Agreement, to the date of signature of that Yukon First Nation's Final Agreement, and

B equals that Yukon First Nation's Unadjusted Final Share multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the signature of that Yukon First Nation's Final Agreement, and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989;

- (ii) if the Yukon First Nation's Final Agreement is signed later than two years after the effective date of Settlement Legislation, the greater of C or D, where:

C equals that Yukon First Nation's Unadjusted Final Share multiplied by R multiplied by S, where,

R equals  $(1.04)^M$ , where M is the number of years from August 15, 1989 to the most recent anniversary of August 15 prior to the second anniversary of the effective date of Settlement Legislation, and

S equals 1.00 plus (0.04 multiplied by G and divided by 365), where G is the number of days from the most recent anniversary of August 15 prior to the second anniversary of the effective date of Settlement Legislation, to the second anniversary of the effective date of Settlement Legislation, and

D equals that Yukon First Nation's Unadjusted Final Share multiplied by the value of the Final Domestic Demand Implicit Price Index for the third quarter of the year of the second anniversary of the effective date of Settlement Legislation, and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.

For the purposes of this definition, the value of the Final Domestic Demand Implicit Price Index for any quarter shall be deemed to be the latest published value, at the time of the Yukon First Nation's Final Agreement, of the Final Domestic Demand Implicit price Index for that quarter.

"Average Discount Rate" means the arithmetic mean of the 15-year amortized Consolidated Revenue Fund Lending Rates for each month for the period commencing on the first day of the month of the signing of the First Yukon First Nation Final Agreement, and ending on the second anniversary of such day (25 months).

"Consolidated Revenue Fund Lending Rate" means the rate of that name established from time to time by the Department of Finance, Canada.

"First Yukon First Nation Final Agreement" means the Yukon First Nation Final Agreement signed between Canada, the Yukon and a Yukon First Nation on a date prior to which no Yukon First Nation Final Agreement has been signed.

"Loans" means:

the loans made by Canada to the Council for Yukon Indians or to the Yukon First Nations for the purpose of providing grants to Yukon Indian Elders pursuant to the 1984 Agreement-in-Principle with respect to providing Interim Benefits to Yukon Indian Elders, and any interest that has accrued thereon; and

loans made by Canada to the Council for Yukon Indians or a Yukon First Nation for the purpose of negotiating all agreements-in-principle and Settlement Agreements, and any interest that has accrued thereon.

"Unadjusted Final Share" means, for each Yukon First Nation, that Yukon First Nation's share of the 1989 Aggregate Value, determined according to Schedule A -Apportionment of the 1989 Aggregate Value attached to this chapter.



## **19.2.0 Financial Compensation**

19.2.1 The 1989 Aggregate Value shall be \$242.673 million. This amount is the financial compensation for all comprehensive claims in Canada by Yukon Indian People whether they are settled or not at the time of a Yukon First Nation Final Agreement.

19.2.2 Upon the Effective Date, each Yukon First Nation shall be entitled to its Adjusted Final Share payable as in 19.3.0 and 19.4.0.

## **19.3.0 Schedule of Payments Prior to the Determination of the Average Discount Rate**

19.3.1 For each Yukon First Nation which signs a Yukon First Nation Final Agreement prior to the determination of the Average Discount Rate, a preliminary schedule of payments shall be appended to its Yukon First Nation Final Agreement and shall be calculated by Canada as follows:

19.3.1.1 the schedule shall consist of 15 consecutive equal annual payments which shall have a present value on the date of the signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share;

19.3.1.2 the first payment of the schedule shall be on the date of the signature of the Yukon First Nation Final Agreement;

19.3.1.3 following the first payment, there shall be 14 consecutive equal annual payments on the anniversary dates of the signature of the Yukon First Nation Final Agreement;

19.3.1.4 for purposes of computing the present value of the payments to a Yukon First Nation under the preliminary schedule of payments, the discount rate shall be the arithmetic mean of the 15-year amortized Consolidated Revenue Fund Lending Rates for each month starting the month of the signature of the First Yukon First Nation Final Agreement and ending the month prior to the signature of that Yukon First Nation Final Agreement, or if that rate is not available, the latest available rate; and

19.3.1.5 for purposes of computing the present value of the payments in the preliminary schedule of the First Yukon First Nation Final Agreement, the discount rate shall be the 15-year amortized Consolidated Revenue Fund Lending Rate for the month prior to the signature of that Yukon First Nation Final Agreement or if that rate is not available, the latest available rate.

19.3.2 For each Yukon First Nation to which 19.3.1 applies:

- 19.3.2.1 subject to 19.3.2.3 and 19.3.2.4, Canada shall make the first payment on the Effective Date, and the amount of the payment shall be as established in 19.3.1 adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the rate, compounded annually, calculated in 19.3.1.4 or 19.3.1.5, as the case may be;
- 19.3.2.2 following the first payment and until the second anniversary of the date of signature of the First Yukon First Nation Final Agreement, Canada shall make the subsequent yearly payments at the dates and in the amounts set out in the preliminary schedule of payments for that Yukon First Nation;
- 19.3.2.3 a Yukon First Nation Final Agreement may provide for an advance on the first payment to be made to the Yukon First Nation on the date of signature of the Yukon First Nation's Final Agreement; and
- 19.3.2.4 where an advance payment has been made pursuant to 19.3.2.3, Canada shall pay any balance of the first payment to the Yukon First Nation adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the rate, compounded annually, calculated in 19.3.1.4 or 19.3.1.5, as the case may be.
- 19.3.3 For each Yukon First Nation to which 19.3.1 applies, Canada shall make its annual payments after the second anniversary of the signature of the First Yukon First Nation Final Agreement in accordance with a final schedule of payments to be calculated by Canada in the following manner.
- 19.3.3.1 An interim schedule shall be calculated as follows:
- (a) the schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement; and
  - (b) the payments in the schedule shall have a present value on the date of signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share, calculated using the Average Discount Rate.
- 19.3.3.2 If payments calculated under the interim schedule are greater than the corresponding payments in the preliminary schedule of payments, the final schedule of payments shall be calculated by Canada as follows:
- (a) the schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement;

- (b) from the first payment until the most recent payment made prior to the calculation of the final schedule of payments, each payment in the final schedule shall be identical to the corresponding payment in the preliminary schedule;
- (c) except for the next annual payment following the calculation of the final schedule of payments, each subsequent payment shall be identical to the corresponding payment of the interim schedule; and
- (d) the amount of the next annual payment following calculation of the final schedule of payments shall be such that the present value of all payments in the final schedule of payments, calculated in the same manner as described in 19.3.3.1(b), shall equal the present value described in 19.3.3.1(b).

19.3.3.3 If payments calculated under the interim schedule defined in 19.3.3.1 are less than the corresponding payments in the preliminary schedule of payments, the final schedule of payments shall be calculated by Canada as follows:

- (a) the final schedule shall consist of 15 consecutive equal annual payments commencing on the date of the signature of that Yukon First Nation's Final Agreement;
- (b) from the first payment until the most recent payment actually made prior to the calculation of the final schedule of payments, each payment in the final schedule shall be identical to the corresponding payment in the preliminary schedule;
- (c) the amount of the next payment following the calculation of the final schedule shall be calculated by reducing the amount of the corresponding payment of the interim schedule by the amount necessary to satisfy 19.3.3.3 (e). If the result of this calculation is 50 percent or more than the payment under the preliminary schedule of payments, the payment shall be that amount. If the result of this calculation is less than 50 percent of the payment under the preliminary schedule of payments, the payment shall be 50 percent of the preliminary schedule of payments and in this case, the same operation shall apply to the calculation of the amount of the next following payment and to any further payments, if necessary, until the condition in 19.3.3.3(e) is satisfied;
- (d) each payment subsequent to the payments in 19.3.3.3(c) shall be identical to the corresponding payment in the interim schedule; and



- (e) the present value of all payments in the final schedule of payments, calculated in the same manner as described in 19.3.3.1(b), shall equal the present value described in 19.3.3.1(b).

#### **19.4.0 Schedule of Payments After the Determination of the Average Discount Rate**

- 19.4.1 For each Yukon First Nation which signs a Yukon First Nation Final Agreement on or after the determination of the Average Discount Rate, Canada shall, subject to 19.4.2, make its annual payment in accordance with a final schedule of payments to be appended to its Yukon First Nation Final Agreement and calculated by Canada as follows:
  - 19.4.1.1 the schedule shall consist of 15 consecutive equal annual payments which shall have a present value on the date of the signature of the Yukon First Nation Final Agreement equal to the Adjusted Final Share;
  - 19.4.1.2 the first payment of the schedule shall be on the date of the signature of the Yukon First Nation Final Agreement;
  - 19.4.1.3 following the first payment, there shall be 14 consecutive equal annual payments on the anniversary dates of the signature of the Yukon First Nation Final Agreement; and
  - 19.4.1.4 for purposes of computing the present value of the payments in the schedule, the discount rate shall be the Average Discount Rate.

#### **Specific Provision**

- 19.4.1.5 The final schedule of payments is set out in Schedule B - Final Schedule of Payments, attached to this chapter.

#### **19.4.2 For each Yukon First Nation to which 19.4.1 applies:**

- 19.4.2.1 subject to 19.4.2.3 and 19.4.2.4, Canada shall make the first payment on the Effective Date, and the amount of the payment shall be as established in 19.4.1 adjusted from the date of signature of the Yukon First Nation Final Agreement to the date of payment by using the Average Discount Rate compounded annually;
- 19.4.2.2 following the first payment Canada shall make payments on the dates and in the amounts provided in 19.4.1;

- 19.4.2.3 a Yukon First Nation Final Agreement may provide for an advance on the first payment to be made on the date of signature of the Yukon First Nation's Final Agreement; and

**Specific Provision**

- (a) On the date of the signature of this Agreement, Canada shall pay to the Kwanlin Dun First Nation an advance on the first payment to be made to the Kwanlin Dun First Nation, which advance shall be for the sum of \$1,000,000.00.

- 19.4.2.4 where an advance payment has been made pursuant to 19.4.2.3, Canada shall pay any balance of the first payment to the Yukon First Nation adjusted from the date of signature of the Yukon First Nation Final Agreement, to the date of payment by using the Average Discount Rate, compounded annually.

- 19.4.3 If Canada is unable to make the second or the following payments on the date of the anniversary of the signature of the Yukon First Nation Final Agreement pursuant to 19.4.2.2, the second or the following payments shall be adjusted as in 19.4.2.1 so as to satisfy 19.4.1.1.

**19.5.0 Loans**

- 19.5.1 The Loans made to the Council for Yukon Indians prior to the date of signature of the First Yukon First Nation Final Agreement shall be prorated among the Yukon First Nations on the basis of Schedule A - Apportionment of the 1989 Aggregate Value attached to this chapter.
- 19.5.2 The Yukon First Nation which signs the First Yukon First Nation Final Agreement shall be liable only for its share of the Loans described in 19.5.1 and for Loans made directly to it, if any.
- 19.5.3 Loans made at any time after the date of signature of the First Yukon First Nation Final Agreement, shall be apportioned equally among the remaining Yukon First Nations that have not signed a Yukon First Nation Final Agreement.
- 19.5.4 A Yukon First Nation which signs its Yukon First Nation Final Agreement shall be liable for the following, unless otherwise agreed by Canada and that Yukon First Nation:
- 19.5.4.1 its share under 19.5.1;
- 19.5.4.2 the aggregate of its shares apportioned under 19.5.3; and

19.5.4.3 any Loans made directly to it.

19.5.5 Each Yukon First Nation Final Agreement shall set out the outstanding amount for which that Yukon First Nation is liable and shall establish a schedule of repayments commencing at the date of signature of that Yukon First Nation Final Agreement.

**Specific Provision**

19.5.5.1 The outstanding amount for which the Kwanlin Dun First Nation is liable, as calculated in accordance with 19.5.4.1 to 19.5.4.3 inclusive, is \$16,942,904.43 and the schedule of repayments is set out in Schedule C - Repayment of Loan Amounts, attached to this chapter.

19.5.6 The schedule of repayments of amounts due and payable by a Yukon First Nation of Loans and interest due and payable pursuant to 19.5.7 shall provide that:

19.5.6.1 the amount of the first payment shall be 20 percent of the amount set out in 19.5.6.5;

19.5.6.2 the amount of the second payment shall be 40 percent of the amount set out in 19.5.6.5;

19.5.6.3 the amount of the third payment shall be 60 percent of the amount set out in 19.5.6.5;

19.5.6.4 the amount of the fourth payment shall equal 80 percent of the amount set out in 19.5.6.5;

19.5.6.5 the amount of the fifth to the eleventh payment shall be equal;

19.5.6.6 the amount of the twelfth payment shall equal 80 percent of amount set out in 19.5.6.5;

19.5.6.7 the amount of the thirteenth payment shall equal 60 percent of the amount set out in 19.5.6.5;

19.5.6.8 the amount of the fourteenth payment shall equal 40 percent of the amount set out in 19.5.6.5; and

19.5.6.9 the amount of the fifteenth payment shall equal 20 percent of the amount set out in 19.5.6.5.



- 19.5.7 The unpaid balance of the amounts of the Loans due and payable by a Yukon First Nation shall bear interest at the rate of six percent per annum calculated annually and not in advance from the date of the signature of that Yukon First Nation Final Agreement to the date of final repayment.
- 19.5.8 Canada shall set off against and deduct from each payment to be made to a Yukon First Nation pursuant to this chapter, the amount of repayment of the Loans to be made by that Yukon First Nation in accordance with the schedule of repayments referred in 19.5.6.
- 19.6.0 Loans Against Adjusted Final Share**
- 19.6.1 At any time after three years from the effective date of Settlement Legislation, a Yukon First Nation may request a loan from Canada against the then unpaid balance of its Adjusted Final Share.
- 19.6.2 The Minister of Finance may, at his discretion, negotiate with the Yukon First Nation the amount and terms and conditions of the requested loan.
- 19.7.0 Advance Against Final Compensation**
- 19.7.1 The Council for Yukon Indians acknowledges the receipt of \$1 Million on May 29, 1989 as an advance on the 1988 Aggregate Value established in the 1989 Agreement-in-Principle.
- 19.7.2 The 1989 Aggregate Value set out in 19.2.1 was calculated by multiplying the 1988 Aggregate Value set out in the 1989 Agreement-in-Principle with the Council for Yukon Indians, by 1.0504, and subtracting from that amount \$1 Million multiplied by 1.02.

## SCHEDULE A

### APPORTIONMENT OF THE 1989 AGGREGATE VALUE

The apportionment of the 1989 Aggregate Value among the Yukon First Nations is:

Carcross/Tagish First Nation	\$ 17,687,553
Champagne and Aishihik First Nations	27,523,936
Dawson First Nation	21,811,002
Kluane First Nation	10,016,557
Kwanlin Dun First Nation	21,396,353
Liard First Nation	24,598,361
Little Salmon/Carmacks First Nation	15,568,239
First Nation of Nacho Nyak Dun	14,554,654
Ross River Dena Council	14,347,330
Selkirk First Nation	16,604,860
Ta'an Kwach'an Council	12,274,087
Teslin Tlingit Council	18,655,066
Vuntut Gwitchin First Nation	19,161,859
White River First Nation	<u>8,473,143</u>
1989 Aggregate Value	<u>\$242,673,000</u>

**SCHEDULE B**

**FINAL SCHEDULE OF PAYMENTS**

<b><u>Date</u></b>	<b><u>Payments</u></b>
On the date of signing the Agreement	\$3,131,634.00
On the first anniversary of the date of signing the Agreement	\$3,131,634.00
On the second anniversary of the date of signing the Agreement	\$3,131,634.00
On the third anniversary of the date of signing the Agreement	\$3,131,634.00
On the fourth anniversary of the date of signing the Agreement	\$3,131,634.00
On the fifth anniversary of the date of signing the Agreement	\$3,131,634.00
On the sixth anniversary of the date of signing the Agreement	\$3,131,634.00
On the seventh anniversary of the date of signing the Agreement	\$3,131,634.00
On the eighth anniversary of the date of signing the Agreement	\$3,131,634.00
On the ninth anniversary of the date of signing the Agreement	\$3,131,634.00
On the tenth anniversary of the date of signing the Agreement	\$3,131,634.00
On the eleventh anniversary of the date of signing the Agreement	\$3,131,634.00
On the twelfth anniversary of the date of signing the Agreement	\$3,131,634.00
On the thirteenth anniversary of the date of signing the Agreement	\$3,131,634.00
On the fourteenth anniversary of the date of signing the Agreement	\$3,131,634.00



## SCHEDULE C

### REPAYMENT OF LOAN AMOUNTS

<u>Payments*</u>		<u>Date</u>
First Payment	\$ 453,884.47	on the date of signing of the Agreement
Second Payment	\$ 907,768.95	on the first anniversary of the date of signing the Agreement
Third Payment	\$1,361,653.42	on the second anniversary of the date of signing the Agreement
Fourth Payment	\$1,815,537.89	on the third anniversary of the date of signing the Agreement
Fifth Payment	\$2,269,422.36	on the fourth anniversary of the date of signing the Agreement
Sixth Payment	\$2,269,422.36	on the fifth anniversary of the date of signing the Agreement
Seventh Payment	\$2,269,422.36	on the sixth anniversary of the date of signing the Agreement
Eighth Payment	\$2,269,422.36	on the seventh anniversary of the date of signing the Agreement
Ninth Payment	\$2,269,422.36	on the eighth anniversary of the date of signing the Agreement
Tenth Payment	\$2,269,422.36	on the ninth anniversary of the date of signing the Agreement
Eleventh Payment	\$2,269,422.36	on the tenth anniversary of the date of signing the Agreement
Twelfth Payment	\$1,815,537.89	on the eleventh anniversary of the date of signing the Agreement
Thirteenth Payment	\$1,361,653.42	on the twelfth anniversary of the date of signing the Agreement
Fourteenth Payment	\$ 907,768.95	on the thirteenth anniversary of the date of signing the Agreement
Fifteenth Payment	\$ 453,884.47	on the fourteenth anniversary of the date of signing the Agreement

\*The first payment of this loan repayment schedule shall be made on the Effective Date and the amount of the payment shall be adjusted from the date of signing of the Agreement to the Effective Date using an interest rate of 6% per annum, compounded annually. If the Effective Date occurs after the date appearing in the schedule for any given subsequent payment, the amount of such payment shall be adjusted from the specified payment date to the Effective Date using an interest rate of 6% per annum, compounded annually.

## **CHAPTER 20 - TAXATION**

### **20.1.0 Definitions**

In this chapter, the following definitions shall apply.

"Income Tax Act" means the federal Income Tax Act, S.C. 1970-71-72, c. 63 and the Income Tax Act, R.S.Y. 1986, c. 90, except as provided in 20.2.1, 20.4.11 and 20.4.18, 20.4.21, 7 of Schedule A and 1 of Schedule B.

"Minister" means the Minister of National Revenue or the Minister's delegate.

### **20.2.0 General**

20.2.1 Words and phrases used in this chapter shall be deemed to have the same meaning as in the federal Income Tax Act, S.C. 1970-71-72, c. 63.

20.2.2 Unless otherwise provided herein, the provisions of the Income Tax Act shall apply to the provisions of this chapter with such modifications as the circumstances require.

20.2.3 Unless otherwise provided herein, no provision in this chapter shall be construed to limit the application of the Income Tax Act.

20.2.4 The Income Tax Act shall be amended as required to provide for the implementation and enforcement of the provisions of this chapter.

### **20.3.0 Instalments of Compensation and Other Payments**

20.3.1 There shall be no federal, territorial or municipal tax or other similar charges exigible in respect of, or reduction to the capital cost or adjusted cost base of property acquired as a result of, the receipt by a Yukon First Nation, or the receipt by a Settlement Corporation that may be reasonably considered to be such a receipt, of the following amounts:

20.3.1.1 any payments made pursuant to 19.3.0 and 19.4.0;

20.3.1.2 any payments for property tax assistance made pursuant to 20.7.0;

20.3.1.3 any payments made pursuant to 20.6.5 and 20.6.6; and

20.3.1.4 any loan against the Adjusted Final Share described in 19.6.0.

- 20.3.2 Except as provided in 20.4.11 to 20.4.17 inclusive, there shall be no federal, territorial or municipal tax or other similar charges exigible from a Settlement Corporation.
- 20.3.3 Any income earned on an amount described in 20.3.1 received by a Person other than a Settlement Corporation shall be subject to federal, territorial or municipal tax or other similar charges as exigible under Laws of General Application.

#### **20.4.0 Settlement Corporations**

- 20.4.1 Each Yukon First Nation, alone or together with one or more other Yukon First Nations may create one or more Settlement Corporations, the main purpose of which shall be to carry out permitted activities and make permitted investments in accordance with this chapter, on condition that the Yukon First Nation complies with notification requirements set out from time to time by the Minister.

##### **Description**

- 20.4.2 A Settlement Corporation shall be a corporation without share capital, shall have a fiduciary obligation towards each member of the Yukon First Nation or Nations for which it was created, and shall be created and operated such that all or substantially all of its activities are for the general benefit of its members.
- 20.4.3 No contributions shall be made to a Settlement Corporation other than contributions made by:
- 20.4.3.1 a Yukon First Nation for which the Settlement Corporation was created; and
  - 20.4.3.2 another Settlement Corporation created for the Yukon First Nation.
- 20.4.4 The aggregate amount of property contributed by a Yukon First Nation to one or more Settlement Corporations shall not exceed the sum of the payments received by the Yukon First Nation as described in 20.3.1.1 and shall be contributed to the Settlement Corporations no later than five years after receipt of the last payment referred to in 20.3.1.1 by the Yukon First Nation.



## **Disbursement Requirements**

- 20.4.5 A Settlement Corporation shall be subject to the disbursement rules, including the disbursement excess rules, applicable to public foundations under the Income Tax Act with such modifications as are required. Such rules shall not apply to a Settlement Corporation or its disbursements during the 15 years commencing on the date of payment by Canada of the first payment referred to in 19.3.0 to any of the Yukon First Nations for which that Settlement Corporation was created.
- 20.4.6 For the purposes of 20.4.5, the amount of any transfer or loan by a Settlement Corporation on activities permitted under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter shall be considered to be a gift made to a qualified donee.

## **Qualified Investments**

- 20.4.7 Subject to 20.4.8 and 20.4.9, a Settlement Corporation shall restrict its investments to those:
- 20.4.7.1 made in the course of carrying on the activities permitted in Schedule A - Permitted Activities for Settlement Corporations attached to this chapter; or
  - 20.4.7.2 described in Schedule B - Qualified Investments attached to this chapter, as that Schedule is amended from time to time by agreement among the Yukon First Nation, the Minister of Finance of Canada and the Yukon.
- 20.4.8 Notwithstanding 20.4.9, no Settlement Corporation, either alone or as part of a group that includes another Settlement Corporation or a Yukon First Nation, shall control directly or indirectly, in any manner whatever, a corporation or other entity which carries on a business or whose primary activity is the making of investments, except to realize on a security held by the Settlement Corporation, in which case its controlling interest shall be disposed of within a reasonable period not to exceed two years.
- 20.4.9 A Settlement Corporation shall not invest in a partnership or a trust other than a small business investment limited partnership, a small business investment trust or a trust that is described in Schedule B - Qualified Investments attached to this chapter.
- 20.4.10 A Settlement Corporation may borrow money from time to time to finance the acquisition of qualified investments or otherwise to enable it to carry out its operations and may repay the borrowed money and interest thereon.

## **Taxation of Settlement Corporations**

- 20.4.11 In addition to 20.4.17, a Settlement Corporation shall be liable to pay the tax under Part XI of the federal Income Tax Act, S.C. 1970-71-72, c. 63 as if that Part were stated to be specifically applicable to Settlement Corporations.
- 20.4.12 For the purposes of the Income Tax Act, the taxable income of a Settlement Corporation for a taxation year shall be deemed to be an amount equal to the aggregate of the following amounts:
- 20.4.12.1 the amount of any income derived during the year by the Settlement Corporation from property, including any gain from the disposition of the property, other than property that is a qualified investment described in Schedule B - Qualified Investments attached to this chapter or that is acquired in the course of a carrying on a permitted activity under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter;
  - 20.4.12.2 any amounts contributed or otherwise paid to the Settlement Corporation during that year, other than amounts,
    - (a) received from a Yukon First Nation or another Settlement Corporation as described in 20.3.1 and that are within the limitations contained in 20.4.3, or
    - (b) included in computing taxable income for the year under 20.4.12.1 or 20.4.12.3; and
  - 20.4.12.3 any amounts described in 20.4.13, 20.4.14, 20.4.19 and 20.4.22.
- 20.4.13 For the purposes of 20.4.12, if a Settlement Corporation makes a transfer or loan as part of an activity that is not permitted by Schedule A - Permitted Activities for Settlement Corporations attached to this chapter and such transfer or loan is made after the time referred to in 20.4.16, an amount equal to the amount of the transfer or the loan, divided by (1-A), shall be an amount referred to in 20.4.12.3 for the taxation year in which the loan or the transfer was made, where A is the aggregate of the federal and the Yukon tax rates applicable to public Corporations for that year before deducting the Yukon territorial abatement and including any surtaxes.

- 20.4.14 For the purposes of 20.4.12, if any time before the time referred to in 20.4.16, a Settlement Corporation makes a transfer or loan as part of an activity that is not permitted by Schedule A - Permitted Activities for Settlement Corporations attached to this chapter, where the Minister is satisfied having regard to all the circumstances that the Settlement Corporation did not take reasonable steps to correct the situation within the six-month period from receipt of written notice from the Minister of the non-permitted activity, the amount of the transfer or loan shall be an amount referred to in 20.4.12.3 in the taxation year of the Settlement Corporation in which the six-month period ends.
- 20.4.15 Where an activity referred to in 20.4.14 cannot, in the opinion of the Minister, be corrected, the Minister may waive the necessity of correction.
- 20.4.16 The time referred to in 20.4.13 or 20.4.14 shall be the later of five years after the date of signature of the Yukon First Nation Final Agreement of the Yukon First Nation for which it was created or the Yukon First Nation that made the first contribution to the Settlement Corporation, if created for more than one Yukon First Nation (in 20.4.16 the "relevant Yukon First Nation") and the time of receipt at which the sum of the payments received by the relevant Yukon First Nation equals at least one-third of the sum of the payments which it is entitled to receive pursuant to 19.3.0 and 19.4.0.
- 20.4.17 The tax payable for a taxation year by a Settlement Corporation upon its taxable income deemed by 20.4.12 shall be that percentage of its taxable income that is the maximum federal and Yukon territorial tax rate applicable to a public corporation for the year, plus any surtaxes to which public corporations may be liable for the year, and shall be determined without any deduction.

### **Revocation of Settlement Corporation Status**

- 20.4.18 Where the Minister is of the opinion that a Settlement Corporation has failed to comply with any provision in this chapter, the Minister may notify the Settlement Corporation in writing and if the Settlement Corporation does not address the default to the satisfaction of the Minister within 100 days after the registered mailing of such notice, the Minister may revoke the status of the corporation as a Settlement Corporation subject to the same right of appeal as that applicable in respect of a revocation of the registration of a registered charity as set out in the federal Income Tax Act, S.C. 1970-71-72, c. 63.



20.4.19 If the Minister revokes the status of a Settlement Corporation, the taxation year of the Settlement Corporation that would otherwise have included the time of revocation shall be deemed to end immediately before that time and the Settlement Corporation shall be deemed to have disposed of all its assets immediately before the time that is immediately before that time for proceeds of disposition equal to the fair market value thereof at that time and to have reacquired such assets at that time at a cost equal to such fair market value and, for the purposes of 20.4.12, an amount equal to the amount by which such fair market value exceeds the aggregate of:

20.4.19.1 amounts that may reasonably be considered to have been otherwise included in computing the taxable income of the Settlement Corporation in a taxation year under 20.4.12; and

20.4.19.2 amounts that may reasonably be considered to be a portion of the total amount of the payments to the relevant Yukon First Nation described in 20.3.1.1 that have been contributed to the Settlement Corporation by a Yukon First Nation or is deemed to be so contributed by virtue of 20.4.24,

shall be an amount deemed to be an amount referred to in 20.4.12.3 for the year.

20.4.20 For the purposes of 20.4.18, the distribution of any amount that may reasonably be considered to be payments referred to in 20.3.1 by a Settlement Corporation to Yukon Indian People shall not be considered as a cause for the revocation of the status of a Settlement Corporation.

20.4.21 Where a Settlement Corporation (in 20.4.21, the "transferor") has made a transfer or loan of any of its property, directly or indirectly or by means of a trust or by any other means whatever, to one or more Settlement Corporations or any other Person or partnership (in 20.4.21, the "transferee") and the Minister in the circumstances is satisfied that the main reason for the transfer or loan, but for this provision, is to avoid the payment of tax under 20.4.11 to 20.4.17, the transferor and the transferee shall be subject to the rules in section 160 of the federal Income Tax Act, S.C. 1970-71-72, c. 63 with such modifications as are required, provided that the Minister gives notice to the transferor and the transferee of the Minister's intention to apply this provision to a particular loan or transfer within two years of the end of the taxation year in which the particular transfer or loan was made.

## **Winding-Up**

- 20.4.22 Where a Settlement Corporation commences to be wound-up or liquidated or commences proceedings to be granted articles of continuance or similar corporate constitutional documents in a jurisdiction outside Canada, the taxation year of the Settlement Corporation that would otherwise have included the time of such commencement shall be deemed to end immediately before that time and the Settlement Corporation shall be deemed to have disposed of all its assets immediately before the time that is immediately before that time for proceeds of disposition equal to the fair market value thereof at that time and to have reacquired such assets immediately after the time at a cost equal to such fair market value and, for the purposes of 20.4.12, an amount equal to the amount by which such fair market value exceeds the aggregate of:
- 20.4.22.1 amounts that may reasonably be considered to have been otherwise included in computing the taxable income of the Settlement Corporation in a taxation year under 20.4.12;
  - 20.4.22.2 amounts that may reasonably be considered to be a portion of the total amount of the payments to the relevant Yukon First Nation described in 20.3.1.1 that have been contributed to the Settlement Corporation by a Yukon First Nation or are deemed to be so contributed by virtue of 20.4.24; and
  - 20.4.22.3 amounts paid or transferred on activities permitted under Schedule A - Permitted Activities for Settlement Corporations attached to this chapter by the Settlement Corporation within 24 months of the end of the year, shall be deemed to be an amount that is referred to in 20.4.12.3 for the year.

## **Taxation of Yukon Indian People or Yukon Indian Organizations**

- 20.4.23 There shall be no federal, territorial or municipal tax or other similar charge payable by a Yukon Indian Person, a Yukon First Nation, or any corporation or entity controlled, directly or indirectly in any manner whatever, by one or more Yukon Indian People or Yukon First Nations (collectively the recipient), on amounts disbursed or distributed to a recipient in accordance with Schedule A - Permitted Activities for Settlement Corporations attached to this chapter, except for 11 and 12(e) of that Schedule, other than amounts disbursed or distributed to a recipient as consideration for value provided to the Settlement Corporation by that recipient.

20.4.24 For the purposes of this chapter, where a particular property is contributed by one Settlement Corporation (the "transferor" in 20.4.24) to one or more Settlement Corporations (the "transferee" in 20.4.24) the transferor and the transferee shall each file a copy of a joint designation with their tax returns for the year of the transfer designating an amount, if any, in respect of the property so transferred. After the time of the transfer, in applying the provisions of this chapter including, without limiting 20.4.24 to the transferor or any transferee, the designated amount shall be deemed to be a contribution received by the transferee from a Yukon First Nation and shall reduce the amount that would otherwise be the amount of contributions received by the transferor from the Yukon First Nation, provided that the designated amount shall not exceed:

20.4.24.1 the amount of contributions received by the transferor at any time before the transfer of the particular property from the Yukon First Nation; and

20.4.24.2 the amount of any deemed contributions received by the transferor from the Yukon First Nation by virtue of 20.4.24.

## **20.5.0 Acquisition and Disposition of Real Property**

20.5.1 The cost of acquisition to a Yukon Indian Person or to a Yukon First Nation of any real property, including Settlement Land, other than depreciable property, transferred to it by Canada pursuant to a Settlement Agreement shall, for the purposes of the Income Tax Act, be deemed to be an amount equal to the fair market value thereof at the earlier of the time at which title to such land or property or both is registered in the name of the Yukon Indian Person or the Yukon First Nation and the time at which any right or interest in such property is acquired by the Yukon Indian Person or Yukon First Nation.

20.5.2 Where any real property, including Settlement Land, acquired under the Settlement Agreement, other than depreciable property, is disposed of by a Yukon First Nation (in 20.5.2, the "transferor"):

20.5.2.1 to a Yukon Indian Person (in 20.5.2 the "transferee"), and such real property has not previously been disposed of by any organization to another Yukon Indian Person; or

20.5.2.2 within 10 years of the transfer of Settlement Land to the Yukon First Nation, to another Yukon First Nation (the transferee),



the real property shall, for the purposes of the Income Tax Act, be deemed to have been disposed of by the transferor for proceeds of disposition equal to the greater of the amount that would otherwise be the proceeds of disposition and the adjusted cost base to the transferor of the real property at that time and to have been acquired by the transferee at a cost equal to the amount at which it was deemed to have been disposed.

### **Depreciable Property**

- 20.5.3 The rules of 20.5.2 shall apply to depreciable property with such modifications as the circumstances require.
- 20.5.4 In the event that Yukon First Nations have income from, or proceeds from the disposition of, any Canadian resource property relating to Settlement Land, an amount of such income or proceeds equal to the amount if any, by which \$20 million exceeds the aggregate of amounts of such income or proceeds previously received by any Yukon First Nation, shall be exempt from all federal, territorial or municipal tax or other similar charge or levy.

### **Taxes on Transfer of Settlement Land**

- 20.5.5 No federal, territorial or local government tax, or other similar charges shall be payable in respect of the transfer or registration of the initial title to Fee Simple Settlement Land and the title to the Mines and Minerals of Category A Settlement Land.
- 20.5.6 Registration pursuant to the Land Titles Act, R.S.C. 1985, c. L-5, of the initial title of Category A and Category B Settlement Land and subsequent registrations of all Settlement Land shall be subject to the schedule of fees or taxes under such Act.

### **20.6.0 Taxation Principles**

- 20.6.1 As of the third anniversary of the effective date of Settlement Legislation, section 87 of the Indian Act, R.S.C. 1985, c. I-5, shall not apply to:
- 20.6.1.1 the interest in a Reserve or surrendered land in the Yukon of any Indian, Yukon First Nation or Band;
  - 20.6.1.2 the personal property situated on a Reserve in the Yukon of any Indian, Yukon First Nation or Band; and

- 20.6.1.3 the personal property situated on a Reserve outside the Yukon of a Yukon First Nation or a Yukon Indian Person resident in the Yukon, and the residency shall be defined in the regulations established pursuant to 20.6.3.
- 20.6.2 For all purposes of section 87 of the Indian Act, R.S.C. 1985, c. I-5, all settlement benefits and proceeds arising from the use and disposition of settlement benefits and any income of a Yukon Indian Person or a Yukon First Nation attributable directly or indirectly thereto shall be deemed not to be situated on a Reserve.
- 20.6.3 Settlement Legislation shall provide that Government, after Consultation with the Council for Yukon Indians, may make such amendments to statutes or regulations as are necessary for the purpose of giving effect to and enforcing provisions of 20.6.1 and 20.6.2.
- 20.6.4 The provisions of 20.6.0 shall not be construed to affect the authority of Parliament to amend or repeal section 87 of the Indian Act, R.S.C. 1985, c. I-5.
- 20.6.5 In 20.6.5, the Adjusted Value means the greater of the amount calculated in (a) or (b) multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the third anniversary of the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:
- (a) \$12.6 million multiplied by 1.03,
  - (b) \$12.6 million multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.
- 20.6.5.1 As soon as practicable after the third anniversary of the effective date of Settlement Legislation, Canada shall pay to each Yukon First Nation its share of the Adjusted Value prorated on the same basis as in Schedule A - Apportionment of the 1989 Aggregate Value attached to Chapter 19 - Financial Compensation.
- 20.6.6 In 20.6.6, the Adjusted Value means the greater of the amount calculated in (a) or (b) multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the third anniversary of the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:
- (a) \$13.97 million multiplied by 1.03,

- (b) \$13.97 million multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Implicit Price Index for the third quarter of 1989.

20.6.6.1 Upon the third anniversary of the effective date of Settlement Legislation, each Yukon First Nation shall be entitled to its share of the Adjusted Value as established pursuant to 20.6.7.

20.6.6.2 Canada shall make its annual payment in accordance with a schedule of payments to be calculated by Canada as follows,

- (a) the schedule shall consist of 10 consecutive equal annual payments which shall have a present value on the third anniversary of the effective date of Settlement Legislation equal to each Yukon First Nation's share of the Adjusted Value as determined pursuant to 20.6.6.1,
- (b) the first payment shall be on the third anniversary of the effective date of Settlement Legislation,
- (c) following the first payment, there shall be nine consecutive equal annual payments on the anniversary date of the effective date of Settlement Legislation, and
- (d) for purposes of computing the present value of the payments in the schedule, the discount rate shall be the nine-year amortized Consolidated Revenue Fund Lending Rate for the month prior to the third anniversary of the effective date of Settlement Legislation.

20.6.6.3 Canada shall make the first payment to each Yukon First Nation as soon as practicable after the third anniversary of the effective date of Settlement Legislation. The amount of the first payment shall be as established in 20.6.6.2 adjusted from the third anniversary of the effective date of Settlement Legislation to the date of payment by using the rate described in 20.6.6.2 (d), compounded annually.

20.6.7 The Council for Yukon Indians and the Yukon First Nations have agreed that the annual amount described in 20.6.6.2 is to be allocated among the Yukon First Nations on the same basis as the apportionment of the 1989 Aggregate Value described in Schedule A - Apportionment of the 1989 Aggregate Value attached to Chapter 19 - Financial Compensation.

20.6.8 The moratorium on collection of taxes shall be rescinded on the third anniversary of the effective date of Settlement Legislation.



20.6.9 There shall be remission orders sponsored by the Minister of Indian Affairs and Northern Development and by the Yukon eliminating liability for all taxes not collected under the moratorium on collection of taxes, on the third anniversary of the effective date of Settlement Legislation.

#### **20.7.0 Property Tax Assistance**

20.7.1 During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.

#### **20.8.0 Administration and Enforcement**

##### **Responsible Department**

20.8.1 The Minister shall be responsible for the administration and enforcement of the provisions of this chapter that relate to income taxation and to that end the Minister may seek the advice of the Minister of Indian Affairs and Northern Development and the Office of Superintendent of Financial Institutions with respect to any matter arising out of these provisions.

##### **Report**

20.8.2 Every Settlement Corporation shall produce every year a report in a form acceptable to the Minister from a public accountant who has audited the Settlement Corporation providing the Minister with the information required to administer the provisions of this chapter.

## **SCHEDULE A**

### **PERMITTED ACTIVITIES FOR SETTLEMENT CORPORATIONS**

1. For the purposes of this schedule a low income person is a person whose total family income is less than 75 percent of the average of all households in the Yukon as published in the last available Statistics Canada Census publication.

#### **Program Funding and Administration**

2. Supplementing existing federally or territorially funded programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care, justice and similar programs and initiating, funding and administering new programs in those areas.

#### **Housing and Municipal and Local Taxes Assistance**

3. Funding or providing:
  - a) low interest or no interest mortgages or other loans to low income people to enable them to acquire freehold or leasehold interests in residential properties in the Yukon;
  - b) grants or forgivable loans to low income people to enable them to make down payments on conventional purchases of residential properties in the Yukon;
  - c) funds for the construction, operation and administration of subsidized cooperative or communal housing for low income people in the Yukon;
  - d) funds for the renovation or repair of residential properties owned or leased by low income people in the Yukon; and
  - e) financial assistance to low income people to enable them to pay municipal or other local taxes on improved Settlement Land.

#### **Municipal Services Upgrading**

4. Funding and administering municipal services and utilities upgrading programs for the benefit of Yukon Indian People.

## **Yukon First Nation Assistance**

5. Funding to Yukon First Nations for reasonable management and personnel costs.

## **Education and Training**

6. Funding and providing:
  - a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
  - b) training for Yukon Indian elders to enable them to participate in the delivery of native culture and language instructional programs;
  - c) native studies, culture and language programs for "school age" and adult people;
  - d) scholarships and reimbursement of other expenses for juvenile and adult Yukon Indian People to enable them to attend conventional educational institutions within and outside the Yukon;
  - e) vocational training and similar programs and facilities for youth and adults within and outside the Yukon;
  - f) native language and cultural education teaching and research programs; and
  - g) training for justices of the peace and other persons employed in connection with the implementation of an Indian justice program.

## **Economic Development**

7. Providing loans at a rate of interest not to exceed the prescribed rate in effect at the time of the making of the loan for the purpose of computing employee benefits from low interest loans, under the federal Income Tax Act, S.C. 1970-71-72, c. 63, loan guarantees or minority equity investment to Persons or entities, other than a corporation which is controlled, directly or indirectly, by one or more Settlement Corporations, engaged in the promotion of economic development opportunities for Yukon Indian People within the Yukon provided that:
  - a) the Persons or entities are unable to borrow at normal commercial rates from ordinary commercial lenders or government financial programs without guarantees provided by the Settlement Corporation; and



- b) the Settlement Corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within a reasonable period, not to exceed two years, of its acquisition.

### **Commercial Fishing**

- 8. Providing loans or equity to Persons or entities for the creation and operation of fish enhancement programs and a fishing enterprise for the benefit of Yukon Indian People provided that such loans meet the requirements set out in Article 7 of this Schedule.

### **Traditional Harvesting and Cultural Activities**

- 9. Providing loans or equity to Persons or entities for traditional harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:
  - a) the Person or entities are unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the Settlement Corporation;
  - b) the Settlement Corporation may not acquire a controlling equity interest in any entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within one year of its acquisition; and
  - c) the Settlement Corporation does not contract to receive a rate of return on any such loan greater than the normal commercial rate of return for similar investments.

### **Recreational Lands and Facilities**

- 10. Funding and administering parks and other recreational facilities such as skating rinks, arenas, libraries, assembly halls and similar municipal facilities that are not for commercial use.

### **Elders Assistance Program**

11. Providing funding to confer benefits on Yukon Indian People who are at least 65 years of age at the Effective Date of the Yukon First Nation Final Agreement or who turn 65 within the five years following the Effective Date of the Yukon First Nation Final Agreement, provided such benefits do not exceed \$3000 per individual per year in 1988 dollars indexed in the same manner as Canada old age security.

### **Other Permitted Costs and Disbursements by a Settlement Corporation**

12.
  - a) settlement costs;
  - b) costs to implement the Settlement Agreements;
  - c) payment of reasonable administrative costs not to exceed five percent of the assets of the Settlement Corporation annually for the first five years after the effective date of Settlement Legislation and three percent per year thereafter;
  - d) transfers to other Settlement Corporations or to registered charities;
  - e) transfers to a low income Yukon Indian Person; and
  - f) within the first 15 years of a Yukon First Nation Final Agreement, capital distributions to Yukon Indian People not exceeding a total of \$3,000 per person in 1988 dollars to be indexed by the Consumer Price Index.
13. A Settlement Corporation may borrow money from time to time to carry out activities under this Schedule and may repay the borrowed money and interest thereon.

## SCHEDULE B

### QUALIFIED INVESTMENTS

1. Qualified investments for a trust governed by a Registered Retirement Savings Plan within the meaning of section 146 (1)(g) of the federal Income Tax Act, S.C. 1970-71-72, c. 63.





## **CHAPTER 21 - TAXATION OF SETTLEMENT LAND**

### **21.1.0 Definitions**

In this chapter, the following definitions shall apply.

"Improved Rural Settlement Land" means Settlement Land outside a Community Boundary which is used for commercial purposes or which contains a permanent structure other than a cabin, camp, tent frame, cache, fish rack, or other like improvement which is used primarily for trapping or non-commercial Wildlife Harvesting or other traditional purposes.

"Unimproved Rural Settlement Land" means Settlement Land outside a Community Boundary other than Improved Rural Settlement Land.

"Government" means local, territorial or federal government, as the case may be.

"Yukon First Nation Corporation" means a corporation owned or controlled by a Yukon First Nation.

### **21.2.0 Application of Certain Laws**

21.2.1 Fee Simple Settlement Land shall be subject to Laws of General Application respecting Property Taxes, and Government and a Yukon First Nation may agree in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government that Fee Simple Settlement Land is also subject to the power of the Yukon First Nation to levy and collect fees for the use or occupation of Settlement Land, including property taxes.

21.2.2 Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation or Yukon First Nation Corporation.

21.2.3 Unimproved Rural Settlement Land is exempt from Property Taxes.

21.2.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, in the event a Community Boundary is altered so as to encompass a Parcel of Unimproved Rural Settlement Land, the tax exempt status of the Parcel shall not change until an agreement with respect to Local Government Services has been entered into for that Parcel between the Yukon First Nation and Government.

- 21.2.5 Except as otherwise provided in a Yukon First Nation Final Agreement or in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government, all other Settlement Land shall be subject to Laws of General Application respecting Property Taxes as if such lands were equivalent private property.

### **Specific Provision**

- 21.2.5.1 In 21.2.5.2 to 21.2.5.19, the following definitions shall apply.

"Commercial" has the meaning assigned in Laws of General Application respecting Property Taxes and, if no such meaning exists, then it shall have its ordinary meaning.

"Development Cost Charge" has the meaning assigned in the Municipal Act, R.S.Y. 2002, c. 154.

"Improvement" has the meaning assigned in the Assessment and Taxation Act, R.S.Y. 2002, c. 13, and, for greater certainty, includes any trailer or mobile home deemed an improvement pursuant to that Act.

"Local Improvement" has the meaning assigned in the Assessment and Taxation Act, R.S.Y. 2002, c. 13, and, for greater certainty, includes any local improvement as defined in the Municipal Act, R.S.Y. 2002, c. 154.

"Municipal Utilities" has the meaning assigned in the Municipal Act, S.Y. 2002, c. 154.

- 21.2.5.2 Those Parcels of Settlement Land of the Kwanlin Dun First Nation within the Community Boundary of the City of Whitehorse which are not associated with an Improvement are set out in Schedules A, B and C - Settlement Land Parcels Exempt from Property Taxes, attached to this chapter, and shall be exempt from Property Taxes until such exemption ceases to apply pursuant to 21.2.5.4.

- 21.2.5.3 For greater certainty, the exemption from Property Taxes provided under 21.2.5.2 does not include any of the following charges or fees which may otherwise be applicable to those Parcels of Settlement Land set out in Schedules A, B and C - Settlement Lands Exempt from Property Taxes, attached to this chapter:



- (a) a tax or charge levied in respect of Local Improvements;
- (b) a charge levied in respect of the provision of utility services, including Municipal Utilities, to a Parcel of Settlement Land;
- (c) a Development Cost Charge; and
- (d) any interest or penalties payable with respect to unpaid taxes or charges referenced in (a), (b) or (c).

21.2.5.4 The exemption provided in 21.2.5.2 shall cease to apply to the whole or part of a Parcel of Settlement Land listed in Schedules A, B and C and that Parcel, or part thereof, shall be subject to the Laws of General Application with respect to Property Taxes as if such Parcel, or part thereof, was equivalent private property, upon the earliest of such Parcel, or part thereof, ceasing to be Category A or B Settlement Land or any of the following occurring:

- (a) subject to 21.2.5.6, the whole or part of the Parcel is designated as Developed Settlement Land pursuant to 6.1.8 of Chapter 6 - Access;
- (b) the whole or part of the Parcel is reasonably associated for any portion of a year with an Improvement;
- (c) the whole or part of the Parcel is reasonably associated for any portion of a year with a Commercial use; or
- (d) the expiry of the exemption pursuant to 21.2.5.7.

21.2.5.5 For the purposes of 21.2.5.4 and 21.2.5.15, factors to be considered in determining whether the whole or part of a Parcel is reasonably associated with an Improvement or with a Commercial use include the following:

- (a) the area of the Parcel actually used or associated with the use or Improvement;
- (b) the area of the Parcel that is authorized by the Kwanlin Dun First Nation for the use or the Improvement;

- (c) the area of parcels of land in similar locations typically associated with similar uses or Improvements; and
- (d) existing boundaries, surveyed or otherwise, delineated on or within Settlement Land.

21.2.5.6 Notwithstanding that the whole or part of a Parcel of Settlement Land has been designated as Developed Settlement Land, the Yukon and the Kwanlin Dun First Nation may agree that the exemption in 21.2.5.2 shall continue to apply for a specified time period to the whole or part of a Parcel of Settlement Land, but for greater certainty, any continuation of the exemption pursuant to this section shall remain subject to cessation pursuant to 21.2.5.4.

21.2.5.7 The exemption set out in 21.2.5.2 shall expire:

- (a) for those Parcels of Settlement Land listed in Schedule A, the later of:
  - (i) 15 years from the Effective Date of this Agreement, or
  - (ii) upon the expiry of any further period of time agreed to pursuant to 21.2.5.10 or 21.2.5.13;
- (b) for those Parcels of Settlement Land listed in Schedule B, the later of:
  - (i) 20 years from the Effective Date of this Agreement, or
  - (ii) upon the expiry of any further period of time agreed to pursuant to 21.2.5.10 or 21.2.5.13.

21.2.5.8 Upon receipt by the Yukon of a written request from the Kwanlin Dun First Nation no earlier than 10 years after the Effective Date and no later than 14 years after the Effective Date, the Yukon and the Kwanlin Dun First Nation shall review the nature of the arrangements for the exemptions from Property Taxes provided in 21.2.5.2 and whether other arrangements may be more appropriate in the circumstances.

21.2.5.9 In conducting the review under 21.2.5.8, the Yukon and the Kwanlin Dun First Nation shall consider unless the Kwanlin Dun First Nation and the Yukon otherwise agree at the time of the review:

- (a) the financial impacts on the Kwanlin Dun First Nation and the City of Whitehorse associated with the regime respecting Property Taxes established under 21.2.5;
- (b) the appropriateness of the expiry of the time lines described in 21.2.5.7 as an event giving rise to the liability of the Kwanlin Dun First Nation for Property Taxes;
- (c) the impact of the regime respecting Property Taxes established under 21.2.5 on the development of Non-Settlement Land within the Community Boundary of the City of Whitehorse;
- (d) potential amendments to 21.2.5.1 to 21.2.5.19 to address matters arising from the review under 25.2.5.8; and
- (e) such other matters as the Yukon and the Kwanlin Dun First Nation may agree upon.

21.2.5.10 Unless the Kwanlin Dun First Nation and the Yukon otherwise agree as a result of a review under 21.2.5.8, upon receipt by the Yukon of a written request from the Kwanlin Dun First Nation, no later than 180 days prior to the expiration of each time period referenced in 21.2.5.7, the Yukon and the Kwanlin Dun First Nation shall review the circumstances of each Parcel of Settlement Land listed in Schedule A and Schedule B for which the exemption provided in 21.2.5.2 has not ceased to apply pursuant to 21.2.5.4 and consider, unless the Kwanlin Dun First Nation and the Yukon otherwise agree at the time of the review, whether to extend the application of the exemption and, if the Yukon and the Kwanlin Dun First Nation agree, the exemption provided in 21.2.5.2 may be extended for a further agreed period of time for one or more of those Parcels of Settlement Land.

21.2.5.11 Prior to conducting the review referred to in 21.2.5.10, the Yukon and the Kwanlin Dun First Nation shall endeavour to reach agreement as to the circumstances to be reasonably considered in the review.

21.2.5.12 If, after having endeavoured to reach agreement under 21.2.5.11, the Yukon and the Kwanlin Dun First Nation are unable to reach agreement as to the circumstances to be reasonably considered in the review, either may refer the matter to the dispute resolution process under 26.4.0.



- 21.2.5.13 If the Yukon and the Kwanlin Dun First Nation reach agreement under 21.2.5.11 or if the matter is resolved by dispute resolution under 21.2.5.12, and if during the time between the Effective Date of this Agreement and the review referred to in 21.2.5.10, there has been no significant change in the circumstances agreed to under 21.2.5.11 or determined by the dispute resolution process under 21.2.5.12 for a Parcel of Settlement Land reviewed under 21.2.5.10, the Yukon shall extend the exemption provided in 21.2.5.2 for that Parcel for a further agreed period of time not less than one year.
- 21.2.5.14 Subject to 21.2.5.15, Category A Settlement Land and Category B Settlement Land of the Kwanlin Dun First Nation within the Community Boundaries of Deep Creek, Golden Horn, Ibex Valley, Marsh Lake or Mount Lorne shall be exempt from Property Taxes.
- 21.2.5.15 The whole or any part of a Parcel of Category A Settlement Land or Category B Settlement Land of the Kwanlin Dun First Nation within any of the Community Boundaries referred to in 21.2.5.14 which is reasonably associated with a Commercial use for any portion of a year or with an Improvement shall be subject to the Laws of General Application respecting Property Taxes as if such lands were equivalent private property.
- 21.2.5.16 For the purposes of this Agreement, the Community Boundary of Deep Creek is as shown on Map Sheet 105 E/3 in Appendix B - Maps, which forms a separate volume to this Agreement.
- 21.2.5.17 For the purposes of this Agreement, the Community Boundary of Golden Horn is as shown on Map Sheet 105 D/10 in Appendix B - Maps, which forms a separate volume to this Agreement.
- 21.2.5.18 Specific provisions in respect of Property Taxes are also set out in the Kwanlin Dun First Nation Self-Government Agreement.
- 21.2.5.19 For the purpose of 21.2.5.4 the following shall not be Improvements:
- (a) in respect of C-192B:
    - i) interpretive signs and displays of a non-Commercial, historical or cultural nature;
    - ii) walking paths or outdoor seating for use by the public;
    - iii) structures for non-Commercial use of a non-permanent nature;

- (b) in respect of that portion of Parcel C-41B comprising Lot 709, Hillcrest Subdivision, City of Whitehorse, Plan 66607 CLSR, 58625 LTO, structures used for non-Commercial outdoor recreational purposes similar in nature and scale to those existing as at September 23, 2003.

21.2.5.20 For ease of reference, Schedule C includes land exempt from property taxation in accordance with 29.10 of the Kwanlin Dun First Nation Self-Government Agreement, and such inclusion does not make that land Settlement Land.

### **21.3.0 Arrears**

- 21.3.1 Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.
- 21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.
- 21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.
- 21.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

#### **21.4.0 Determination of Rates**

- 21.4.1 Yukon First Nation Final Agreements shall provide for Yukon First Nations or any Yukon First Nation Corporation to pay similar rates for user-pay Local Government Services as are paid by property owners in the same or similar communities.

##### **Specific Provision**

- 21.4.1.1 Unless otherwise agreed between the Kwanlin Dun First Nation and the City of Whitehorse, the Kwanlin Dun First Nation and any corporation owned or controlled by the Kwanlin Dun First Nation shall pay the same rates for user-pay Local Government Services in respect of Settlement Land within the Community Boundary of the City of Whitehorse as are paid by property owners in the City of Whitehorse.

#### **21.5.0 Grants in Lieu**

- 21.5.1 Notwithstanding Chapter 2 - General Provisions, Canada shall cease to make grants in lieu of taxes to the Yukon or Yukon municipalities in relation to a parcel of Land Set Aside upon the cancellation of the notation in respect of that parcel pursuant to 4.2.0.

#### **21.6.0 Outstanding Property Taxes**

- 21.6.1 Prior to the ratification of a Yukon First Nation Final Agreement, Government and the Yukon First Nation shall resolve the issue of outstanding Property Taxes on Settlement Land.

##### **Special Provision**

- 21.6.1.1 The Yukon shall forgive Property Taxes outstanding as of the Effective Date of this Agreement on Kwanlin Dun First Nation Settlement Land situated outside of the Community Boundary of the City of Whitehorse.
- 21.6.1.2 Except as provided in 21.6.1.3, the Kwanlin Dun First Nation shall pay Property Taxes outstanding as of the Effective Date of this Agreement on Kwanlin Dun First Nation Settlement Land situated inside the Community Boundary of the City of Whitehorse.



21.6.1.3 The Kwanlin Dun First Nation shall not be responsible to pay Property Taxes outstanding as of the Effective Date of this Agreement on Settlement Land situated inside the Community Boundary of the City of Whitehorse, if prior to the Effective Date of this Agreement such Settlement Land was Land Set Aside eligible for payments by Canada in accordance with the Payments in Lieu of Taxes Act, R.S.C., 1985, c. M-13.

21.6.2 Notwithstanding 21.6.1, Government shall not collect Property Taxes on Unimproved Rural Settlement Land outstanding at the Effective Date of a Yukon First Nation Final Agreement.

**SCHEDULE A**

**SETTLEMENT LAND PARCELS EXEMPT FROM PROPERTY TAXES**

(15 year exemption)

Parcel	C-5B
Parcel	C-6B, but not including C-6B/D1
Parcel	C-7B
Parcel	C-8B
Parcel	C-9B
Parcel	C-15B
Parcel	C-24B
Parcel	C-52B
Parcel	C-53B
Parcel	C-56B
Parcel	C-59B
Parcel	C-95B
Parcel	C-100B, but not including C-100B/D1
Parcel	C-107B
Parcel	C-144B
Parcel	C-145B
Parcel	C-153B
Parcel	C-173B
Parcel	C-175B
Parcel	C-176B
Parcel	C-178B
Parcel	C-189B
Parcel	C-190B

as described in Appendix A - Settlement Land Descriptions, attached to this Agreement.

## SCHEDULE B

### SETTLEMENT LAND PARCELS EXEMPT FROM PROPERTY TAXES

(20 year exemption)

Parcel	C-31B
Parcel	C-34B
Parcel	C-42B, but not including C-42B/D1
Parcel	C-43B, but not including C-43B/D1
Parcel	C-48B
Parcel	C-57B
Parcel	C-61B
Parcel	C-86B
Parcel	C-112B
Parcel	C-117B
Parcel	C-141B
Parcel	C-146B
Parcel	C-197B
Parcel	S-370B

as described in Appendix A - Settlement Land Descriptions, attached to this Agreement.



## SCHEDULE C

### SETTLEMENT LAND PARCELS EXEMPT FROM PROPERTY TAXES

Parcel C-27B

That portion of Parcel C-41B comprising Lot 709, Hillcrest Subdivision, City of Whitehorse, Plan 66607 CLSR, 58625 LTO

Those portions of Parcel C-41B comprising the land shown as Johnson Road, Macauley Road, Boyd Crescent, Wylie Crescent, Pringle Crescent, Light Crescent and Road on Plan 66606 CLSR, 58624 LTO

Those portions of Parcel C-41B comprising the land shown as McMillan Crescent, Landreville Drive, McLennan Road, McClimmon Crescent and Road on Plan 66607 CLSR, 58625 LTO

Parcel C-116B

Parcel C-118B

Parcel C-119B

Parcel C-128B

Parcel C-131B

Parcel C-138B

Parcel C-140B

Parcel C-143B

Parcel C-188B

Parcel C-192B

Parcel C-194B

Parcel C-195B

Parcel C-196B

That portion of Parcel R-40A lying within the Community Boundary of the City of Whitehorse

That portion of Parcel R-75A lying within the Community Boundary of the City of Whitehorse

as described in Appendix A - Settlement Land Descriptions, attached to this Agreement; and

Those portions of the land which is retained as a Reserve pursuant to 4.1.1.1(a) of this Agreement shown:

- 1) outlined in bold on Schedule A to Appendix D - Road and Utility Easement Agreement, of the Kwanlin Dun First Nation Self-Government Agreement, comprising a portion of Tlingit Road and Galena Road; and
- 2) as Easement Area and Licence Area on Schedule A to Appendix F - Road and Utility Easement and Licence Agreement, of the Kwanlin Dun First Nation Self-Government Agreement, comprising Crow Street, Swan Drive and a stormwater drainage ditch,

in accordance with 29.10.5 of the Kwanlin Dun First Nation Self-Government Agreement.





## **CHAPTER 22 - ECONOMIC DEVELOPMENT MEASURES**

### **22.1.0 Objectives**

22.1.1 The objectives of this chapter are as follows:

- 22.1.1.1 to provide Yukon Indian People with opportunities to participate in the Yukon economy;
- 22.1.1.2 to develop economic self-reliance for Yukon Indian People; and
- 22.1.1.3 to ensure that Yukon Indian People obtain economic benefits that flow directly from the Settlement Agreements.

### **22.2.0 General**

- 22.2.1 Nothing in a Settlement Agreement shall be construed to prevent a Yukon First Nation or a Yukon Indian Person from accessing and making use of economic development programs of general application to a Yukon resident and a Canadian citizen.
- 22.2.2 Except as otherwise agreed in a Yukon First Nation Final Agreement, nothing in this chapter shall be construed to impose any financial obligation on Government.
- 22.2.3 Measures identified in this chapter shall take into consideration Government fiscal responsibility and economic objectives.

### **22.3.0 Yukon First Nation Final Agreements**

- 22.3.1 As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.

#### **Specific Provision**

- 22.3.1.1 The plan referred to in 22.3.1 for the Kwanlin Dun First Nation shall be completed within three years of the Effective Date of this Agreement or such other time as the parties may agree.

22.3.2 The plans shall include recommendations to:

- 22.3.2.1 maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;
- 22.3.2.2 maximize the use of available financial and technical resources; and
- 22.3.2.3 identify the funding requirements and measures necessary to stimulate community level economic activity;

22.3.3 Each Yukon First Nation Final Agreement shall provide for specific economic measures which shall address:

- 22.3.3.1 access to employment and contract opportunities for Yukon Indian People generated as a direct consequence of the Settlement Agreements;
- 22.3.3.2 access to employment and contract opportunities for Yukon Indian People generated as a direct consequence of the land and resource management regime set out in the Umbrella Final Agreement;
- 22.3.3.3 participation by Yukon Indian People in harvesting activities; and
- 22.3.3.4 the interest of Yukon First Nations in strategic investments in areas such as transportation, culture, communication, agriculture, renewable resource services, energy resources, industry and tourism.

#### **Specific Provision**

- 22.3.3.5 Certain of the specific economic measures required by 22.3.3 are set out in Part I of Schedule A - Economic Measures, attached to this chapter.

22.3.4 Unless otherwise agreed in a Yukon First Nation Final Agreement, participation of Yukon Indian People in contracts identified pursuant to 22.3.3.1 and 22.3.3.2 shall be on a competitive basis.

22.3.5 Unless otherwise agreed in a Yukon First Nation Final Agreement, participation of Yukon Indian People in employment opportunities pursuant to 22.3.3.1 and 22.3.3.2 shall be based on appropriate qualifications or experience.

- 22.3.6 Each Yukon First Nation Final Agreement shall set out a process for allocation to that Yukon First Nation of licences, permits or grants for outfitting, commercial fishing other than salmon fishing, or other uses of natural resources.

#### **Specific Provision**

- 22.3.6.1 The process required by 22.3.6 is set out in Part II of Schedule A - Economic Measures, attached to this chapter.

- 22.3.7 The allocation of a licence, permit or grant provided under 22.3.6 shall be in accordance with the following conditions:

- 22.3.7.1 an existing licence, permit or grant shall continue in force for the present holder; and
- 22.3.7.2 renewals or assignments shall not be affected if the present holder is otherwise entitled to renew or assign.

#### **22.4.0 Employment Opportunities**

- 22.4.1 Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.
- 22.4.2 The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment.

#### **22.5.0 Contracting**

- 22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.
- 22.5.2 Any failure to provide notice pursuant to 22.5.1 shall not affect the public tender process or the contract awards resulting therefrom.



- 22.5.3 The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.
- 22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.
- 22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.
- 22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.
- 22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.
- 22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.
- 22.5.9 Any criteria for northern preference in contracting shall not exclude Yukon Indian People.
- 22.5.10 The Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.

#### **22.6.0 Public Corporations**

- 22.6.1 Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.
- 22.6.2 The Yukon shall ensure that the Board of Directors of the Yukon Development Corporation is generally representative of the Yukon population.
- 22.6.3 The Yukon shall make best efforts to structure the Board of Directors of the Yukon Energy Corporation so that at least one-quarter of the directors are Yukon Indian People.

- 22.6.4 Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.
- 22.6.5 Yukon First Nations shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture.
- 22.6.6 Government and Yukon First Nations shall establish, to the extent practicable, procedures for joint capital planning.

#### **22.7.0 Economic Planning**

- 22.7.1 The Yukon shall make best efforts to structure the Yukon Council on the Economy and the Environment so that at least one-quarter of its members are Yukon Indian People.
- 22.7.2 The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.

#### **22.8.0 Financial Institutions**

- 22.8.1 The parties to the Umbrella Final Agreement shall examine the viability of a Yukon First Nation controlled trust company within two years of the enactment of Settlement Legislation.
- 22.8.2 If the concept of a Yukon First Nation trust company appears viable, Government shall take such measures as may be necessary and as are reasonable to enable Yukon First Nations to establish such an institution.

#### **22.9.0 Implementation**

- 22.9.1 A full and complete review of the effectiveness of the provisions of this chapter shall be carried out in the year 2010 by Government and the Yukon First Nations. If, after the review, the parties to the Umbrella Final Agreement agree that the objectives of this chapter have been met, the obligations of Government under this chapter shall cease commencing January 1, 2011. So long as these obligations remain in effect, a like review shall be carried out every five years thereafter.

**Specific Provision**

- 22.9.1.1 For greater certainty, the obligations of Government under this chapter shall not cease as a result of a review under 22.9.1 until the Kwanlin Dun First Nation agrees that the objectives of this chapter have been met.



## **SCHEDULE A**

### **ECONOMIC MEASURES**

#### **PART I - SPECIFIC ECONOMIC MEASURES**

##### **1.0 Project Agreements**

- 1.1 For the purposes of 1.0, "Project" and "YDAB" have the same meaning as in Chapter 12 - Development Assessment.
- 1.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Kwanlin Dun First Nation which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Kwanlin Dun First Nation and the Yukon negotiate a Project agreement.
- 1.3 Project agreements referred to in 1.2 may include:
- 1.3.1 employment opportunities for Kwanlin Dun;
  - 1.3.2 business opportunities for the Kwanlin Dun First Nation or for Kwanlin Dun, including contracts and the provision of goods and services;
  - 1.3.3 investment opportunities for the Kwanlin Dun First Nation, including equity purchase; and
  - 1.3.4 other measures to mitigate negative socio-economic effects of the Project on the Kwanlin Dun First Nation or on Kwanlin Dun.
- 1.4 The provisions in 1.2 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the period of the application of 1.2.

##### **2.0 Strategic Investments**

- 2.1 In 2.0, the following definitions shall apply.

"Equity Cost" means the cost of a Project, exclusive of debt financing.

"Kwanlin Dun First Nation's Share" means the share, expressed as a percentage, which the Kwanlin Dun First Nation proposes to acquire in the Proponent's Share in a Project, pursuant to the exercise of the option described in 2.2.

"Project" means a non-renewable resource or hydro-electric project in the Traditional Territory of the Kwanlin Dun First Nation, construction of which commences after the Effective Date of this Agreement, and which is not an addition to or an improvement of a non-renewable resource or hydro-electric project or infrastructure existing at the Effective Date of this Agreement.

"Proponent" means the Yukon, or the agency or corporation of the Yukon which is a proponent of a Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in a Project.

- 2.2 The Kwanlin Dun First Nation shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.
- 2.3 Unless the Proponent and the Kwanlin Dun First Nation otherwise agree:
  - 2.3.1 the Kwanlin Dun First Nation shall pay for the acquisition of its interest in a Project by:
    - 2.3.1.1 paying an amount equal to the Kwanlin Dun First Nation's Share of the Proponent's Share of the Equity Cost of the Project; and
    - 2.3.1.2 assuming liability for a share of the full recourse debt financing for the Project equal to the Kwanlin Dun First Nation's share of the Proponent's Share of the liability under such financing; and
  - 2.3.2 the other terms and conditions of the acquisition of its interest in the Project by the Kwanlin Dun First Nation shall be no less favourable than the terms and conditions applying to all participants in the Project, including the Proponent.
- 2.4 Subject to 2.5 and 2.6, and after notice has been given under 2.7.2, the Proponent and the Kwanlin Dun First Nation, at the request of the Kwanlin Dun First Nation, shall negotiate the terms and conditions of the Kwanlin Dun First Nation acquiring its interest in a Project.

- 2.5 At any time at least 270 days after notice has been given under 2.7.2, the Proponent may provide in writing to the Kwanlin Dun First Nation an offer setting out all the proposed terms and conditions of the Kwanlin Dun First Nation acquiring its interest pursuant to 2.2 in the Project.
- 2.6 The offer referred to in 2.5 shall be open for acceptance by the Kwanlin Dun First Nation for 30 days, and, failing acceptance of the offer, the option described in 2.2 shall lapse, and the Proponent shall have no further obligation to the Kwanlin Dun First Nation under 2.0 for that Project.
- 2.7 The Proponent shall, as soon as practicable:
- 2.7.1 give notice to the Kwanlin Dun First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Kwanlin Dun First Nation; and
- 2.7.2 give notice to the Kwanlin Dun First Nation of receipt of all regulatory approvals required to start construction of a Project.
- 2.8 Nothing in 2.2 shall be construed to prevent the Kwanlin Dun First Nation from entering into an agreement to acquire an additional interest in a Project.
- 2.9 Unless otherwise agreed by all the parties owning an interest in a Project, the Kwanlin Dun First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 2.2, which offer it is ready and willing to accept, shall communicate, in writing, the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 2.10 The Proponent may exercise the first right to purchase set out in 2.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Kwanlin Dun First Nation in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 2.11 For greater certainty, nothing in 2.0 shall be construed to prevent the Kwanlin Dun First Nation from exercising the option described in 2.2 through the agency of a corporation which it owns or controls.
- 2.11.1 If the Kwanlin Dun First Nation chooses to exercise the option described in 2.2 through the agency of a corporation which it owns or controls, the provisions of 2.0 shall apply to that corporation as if it was the Kwanlin Dun First Nation.



2.11.2 If the Kwanlin Dun First Nation chooses to exercise the option described in 2.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.

2.12 Nothing in 2.0 shall be construed to prevent the Kwanlin Dun First Nation and the Yukon, its agencies and corporations from entering into an agreement whereby the Kwanlin Dun First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement.

2.12.1 Unless the Kwanlin Dun First Nation and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Kwanlin Dun First Nation acquires an interest in an addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure not existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to all parties, including the Proponent, acquiring any interest in that addition to, or improvement of, a non-renewable resource development or hydro-electric project or infrastructure.

### **3.0 Boards**

3.1 The Boards referred to in 2.12.1 of Chapter 2 - General Provisions and the Designated Office defined in 12.2.0 of Chapter 12 - Development Assessment shall consider the inclusion of criteria for special aboriginal or local knowledge when establishing specifications for contract opportunities and job descriptions for any employment activities which a Board or a Designated Office may have.

3.2 Nothing in 3.1 shall be construed to mean that a criterion for employment of Kwanlin Dun shall be the determining criterion in awarding any contract.

### **4.0 Government Employment**

4.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:

4.1.1 a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and

- 4.1.2 to the degree practical, a representative public service located within the Traditional Territory of the Kwanlin Dun First Nation that reflects the aboriginal/non-aboriginal make-up of the population of the Traditional Territory of the Kwanlin Dun First Nation.
- 4.2 Government shall Consult with the Kwanlin Dun First Nation in developing the plan.
- 4.3 The plan shall be prepared within two years of the Effective Date of this Agreement.
- 4.4 Government may consolidate the plan, after Consultation with the Kwanlin Dun First Nation, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Kwanlin Dun set out in the plan.
- 4.5 The plan shall provide for periodic review.
- 4.6 The plan shall address:
- 4.6.1 training;
  - 4.6.2 public information;
  - 4.6.3 counselling;
  - 4.6.4 work place support;
  - 4.6.5 targeted recruiting;
  - 4.6.6 the designation of positions to be held by aboriginal people;
  - 4.6.7 preferences in hiring;
  - 4.6.8 measures to manage the effect of the Government plan on the ability of the Kwanlin Dun First Nation to recruit and retain qualified employees;

4.6.9 an analysis, using available data, to determine the level or representation of aboriginal people in public service positions in the Traditional Territory of the Kwanlin Dun First Nation and to identify practical ways to achieve the goals referred to in 4.1; and

4.6.10 such other measures as may reasonably contribute to achieving the goal of a representative public service.

4.7 Government shall review job descriptions and other requirements for public service positions to ensure that:

4.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and

4.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for residents of the Traditional Territory of the Kwanlin Dun First Nation to obtain employment and to receive promotions.

## **5.0 Economic Development Agreements**

5.1 Government may enter into economic development agreements with the Kwanlin Dun First Nation which provide:

5.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of the Kwanlin Dun First Nation and to organizations, businesses and corporations owned by those residents, Kwanlin Dun or the Kwanlin Dun First Nation;

5.1.2 for the participation of the Kwanlin Dun First Nation in the planning, management, administration and decision making of those programs and services; and

5.1.3 for measures to implement recommendations of the Traditional Territory economic development plan.

5.2 Government and the Kwanlin Dun First Nation shall take into consideration the economic development plan developed pursuant to 6.0, if completed, when negotiating an economic development agreement referred to in 5.1.



### 5.3 Economic development agreements referred to in 5.1:

- 5.3.1 shall describe the purposes for which technical and financial assistance may be used;
- 5.3.2 may provide for a financial contribution by the Kwanlin Dun First Nation consistent with the ability of the Kwanlin Dun First Nation to contribute; and
- 5.3.3 may provide for a financial contribution by Government, for the purposes of the agreements.

### 5.4 The Kwanlin Dun First Nation shall nominate no less than one third of the members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement referred to in 5.1.

## 6.0 Traditional Territory Economic Development Plan

### 6.1 The Kwanlin Dun First Nation may request Government to jointly undertake with the Kwanlin Dun First Nation, the preparation of an economic development plan for the Traditional Territory of the Kwanlin Dun First Nation.

### 6.2 Government and the Kwanlin Dun First Nation shall provide the opportunity to involve the City of Whitehorse, existing commercial and industrial interests within the Traditional Territory of the Kwanlin Dun First Nation, and other residents of the Traditional Territory of the Kwanlin Dun First Nation in the preparation of any such economic development plan.

### 6.3 In the event an economic development plan is prepared in accordance with this section, it shall:

- 6.3.1 examine the state of the economy in the Traditional Territory of the Kwanlin Dun First Nation;
- 6.3.2 recommend measures to integrate the Kwanlin Dun First Nation economic development opportunities plan required pursuant to 22.3.1 with the economic development plan for the Traditional Territory of the Kwanlin Dun First Nation;
- 6.3.3 recommend priorities for economic development in the Traditional Territory of the Kwanlin Dun First Nation;

- 6.3.4 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - 6.3.5 recommend measures to integrate the economic development plan with other relevant economic plans and strategies including any economic plans and strategies prepared by or on behalf of Government;
  - 6.3.6 recommend actions which Government and the Kwanlin Dun First Nation should take in order to implement the economic development plan;
  - 6.3.7 provide for periodic review and evaluation of the economic development plan;
  - 6.3.8 recommend a process of amendment for the economic development plan; and
  - 6.3.9 recommend whether limits or other restrictions are required for commercial activities within the scope of 2.0, 3.0 or 4.0 of Part II of this schedule, and, if limits or other restrictions are required, recommend what those limits or restrictions should be.
- 6.4 Nothing in 6.1, 6.2 and 6.3 shall be construed to impose on Government or the Kwanlin Dun First Nation an obligation to implement the recommendations of any economic development plan which may be prepared for the Traditional Territory of the Kwanlin Dun First Nation.
- 6.5 Nothing in this Agreement or in any economic development plan prepared shall be construed to:
- 6.5.1 prevent the Kwanlin Dun First Nation from accessing or making use of an economic development program of general application available to a Yukon resident or a Canadian citizen; or
  - 6.5.2 restrict opportunities for or access by Kwanlin Dun to any other employment or training position available outside the Traditional Territory of the Kwanlin Dun First Nation.

## **7.0 Sale of Assets**

- 7.1 In 7.0, the following definition shall apply.

"Original Registered Cost" in relation to an asset means the cost to the owner of that asset at the time the asset is acquired.

- 7.2 The Yukon and the Kwanlin Dun First Nation shall meet on a yearly basis to identify, to the extent practicable, surplus assets in the Traditional Territory of the Kwanlin Dun First Nation that each owns and is considering disposing of.
- 7.3 Where the Yukon intends to dispose of a surplus asset with an Original Registered Cost of \$100,000 or more located in the Traditional Territory of the Kwanlin Dun First Nation and seeks public participation in such disposal, it shall give written notice of that fact to the Kwanlin Dun First Nation and the Kwanlin Dun First Nation shall be offered an opportunity to participate in the disposal of those assets on the same terms and conditions as apply to others.
- 7.4 Failure to meet pursuant to 7.2 or to provide written notice pursuant to 7.3 shall not affect any agreements entered into for the disposal of the assets referred to in 7.2 or 7.3.
- 7.5 For the purposes of 7.0, surplus assets of the Yukon include the surplus assets of each board, commission, foundation, corporation, or other similar agency established or incorporated as an agent of the Yukon, but does not include the surplus assets of any entity which is an agent of the Yukon solely by reason of a contract.

## **8.0 Strategic Economic Development Investment Fund**

- 8.1 In 8.0, "Council", "General Assembly" and "Kwanlin Dun Citizens" each has the same meaning as in the Kwanlin Dun First Nation Constitution.
- 8.2 Canada shall pay \$5,670,145.00 on or as soon as practicable after the Effective Date of this Agreement to the Kwanlin Dun First Nation to be the Kwanlin Dun First Nation Strategic Economic Development Investment Fund (the "Fund").
- 8.3 The Fund shall be kept segregated from other Kwanlin Dun First Nation monies provided that the Kwanlin Dun First Nation may deposit other monies into the Fund.



- 8.4 Subject to 8.5 and 8.6, monies in the Fund may be invested in any kind of property, real, personal or mixed, but in so doing, the Kwanlin Dun First Nation shall exercise the judgement and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others, and pending such investment, shall be held on deposit with a Canadian chartered bank.
- 8.5 Subject to 8.6, monies in the Fund may be used only for purposes of:
- 8.5.1 economic development of Kwanlin Dun and the Kwanlin Dun First Nation;
  - 8.5.2 training and education of Kwanlin Dun; and
  - 8.5.3 costs of administering the Fund, including the audits and reports required by 8.0,
- in accordance with terms of reference for the Fund (the "Terms of Reference") prepared and approved by the Kwanlin Dun First Nation.
- 8.6 The Kwanlin Dun First Nation may reimburse itself from the Fund for the costs of preparation, approval and amendment of the Terms of Reference.
- 8.7 The Kwanlin Dun First Nation shall provide the Terms of Reference and any amendments to Canada.
- 8.8 The Kwanlin Dun First Nation shall cause the Fund to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants and the audit shall be presented each year to the annual General Assembly of Kwanlin Dun Citizens held in accordance with the Kwanlin Dun First Nation Constitution.
- 8.9 The Kwanlin Dun First Nation shall prepare an annual report comparing the activities of the Fund with the Terms of Reference in the manner and with the content set out in the implementation plan for this Agreement, and the report shall be presented each year to the meeting referred to in 8.8.
- 8.10 The Kwanlin Dun First Nation shall provide to Canada a copy of the audit and report prepared pursuant to 8.8 and 8.9, respectively.

- 8.11 At any time after the amount of the Fund used for the purposes provided for in 8.5 equals the amount which was paid into the Fund by Canada pursuant to 8.2, the Kwanlin Dun First Nation may terminate the Fund by a resolution of the Council made in accordance with the Kwanlin Dun First Nation Constitution, and any monies remaining in the Fund at that time shall be dealt with in accordance with that resolution and the Kwanlin Dun First Nation Constitution.
- 8.12 The Kwanlin Dun First Nation shall prepare an audit and a report for the period of time between the last annual audit and report and the termination of the Fund and shall present the audit and report to the next annual General Assembly of Kwanlin Dun Citizens held in accordance with the Kwanlin Dun First Nation Constitution.
- 8.13 The Kwanlin Dun First Nation shall provide a copy of the audit and report referred to in 8.12 to Canada together with a certified copy of the resolution referred to in 8.11.
- 8.14 For greater certainty, nothing in 8.0 creates an individual interest in the Fund.
- 8.15 For greater certainty, the economic development purposes referred to in 8.5 include development of the renewable resource and traditional economies.

## **9.0 Agreements**

- 9.1 The parties to this Agreement may enter into agreements to give effect to recommendations in plans described in this chapter or to otherwise achieve the objectives of 22.1.0.
- 9.2 An agreement referred to in 9.1 shall state whether, and if so to what extent, the agreement is binding on the parties to the agreement.
- 9.3 Nothing in this Agreement shall be construed to limit the ability of the Kwanlin Dun First Nation and the Yukon to make recommendations to, and enter into agreements with, each other respecting the establishment of measures, policies, and programs with the objective of furthering the economic development of resources within the Traditional Territory of the Kwanlin Dun First Nation, in a manner which is consistent with the culture, values and identity of the Kwanlin Dun First Nation.

## **10.0 First Right to Acquire Interests in the Grader Station Site**

10.1 In 10.0, the following definitions shall apply.

"Grader Station Site" means the area shown as Grader Station Site on Inset Sketch 1 on Map Sheet 105 D/11 NE in Appendix B - Maps, which forms a separate volume to this Agreement, or any portion thereof.

"Interest" means a:

- (a) fee simple interest;
- (b) leasehold interest; or
- (c) licence or authorization to use or occupy the Grader Station Site for non-governmental or commercial purposes, but not including a licence or authorization for commercial purposes associated with a governmental project or program,

granted by the Yukon in respect of the Grader Station Site, and "Interests" means more than one Interest.

10.2 The parties acknowledge that it is the intention of the Yukon to reserve the Grader Station Site for governmental purposes. If the Yukon, in its sole discretion, decides to grant an Interest or Interests in respect of the Grader Station Site to any Person at any time after the Effective Date of this Agreement, the Kwanlin Dun First Nation shall have a first right to acquire such Interest or Interests in accordance with 10.3 to 10.9.

10.3 The Yukon shall provide written notice to the Kwanlin Dun First Nation specifying:

- 10.3.1 the number and nature of any Interest or Interests to be granted;
- 10.3.2 the location of the Interest or Interests; and
- 10.3.3 the terms and conditions upon which each of the Interests may be acquired.



- 10.4 The Kwanlin Dun First Nation's first right to acquire an Interest or Interests pursuant to 10.2 shall be suspended once the Kwanlin Dun First Nation holds, pursuant to 10.2, an Interest or Interests that apply to 25% or more of the area of the Grader Station Site and shall be re-activated once the Kwanlin Dun First Nation holds, pursuant to 10.2, an Interest or Interests that apply to less than 25% of the area of the Grader Station Site.
- 10.5 For the purposes of 10.4, an Interest or Interests originally acquired by the Kwanlin Dun First Nation pursuant to 10.2 which are subsequently assigned, transferred or otherwise disposed of by the Kwanlin Dun First Nation to a Person shall, for as long as that Interest or Interests or any subsequent renewals or replacements thereof are in effect, be considered an Interest or Interests held by the Kwanlin Dun First Nation.
- 10.6 The Kwanlin Dun First Nation's first right to acquire an Interest or Interests pursuant to 10.2 shall not apply to the renewal or assignment of an Interest or Interests acquired by other Persons pursuant to 10.8.
- 10.7 The Kwanlin Dun First Nation may exercise its first right to acquire an Interest or Interests under 10.2 within 90 days following receipt of a notice under 10.3 by advising the Minister in writing whether it intends to exercise that right and identifying which of the Interests it elects to acquire.
- 10.8 If the Kwanlin Dun First Nation fails to exercise its first right to acquire an Interest or Interests within the time and in the manner set out in 10.7, the Minister may offer to dispose of the Interest or Interests identified in the notice provided to the Kwanlin Dun First Nation to any other Person upon the same terms and conditions as specified in the notice, and if the offer is accepted by any other Person the first right to acquire that Interest or Interests by the Kwanlin Dun First Nation is terminated.
- 10.9 If the offer to dispose of an Interest or Interests to any other Person under 10.8 is not accepted by any other Person, the Minister may dispose of the Interest or Interests on new terms and conditions in accordance with the procedure set out in 10.3 to 10.8.
- 10.10 Nothing in 10.0 shall be construed to prevent the Kwanlin Dun First Nation from acquiring an Interest or Interests in accordance with Laws of General Application.

## **11.0 First Right to Acquire Interests in the F.H. Collins Site**

11.1 In 11.0, the following definitions apply.

"F.H. Collins Site" means the land shown as F.H. Collins Site on Map Sheet 105 D/11 - Riverdale Area, City of Whitehorse in Appendix B - Maps, which forms a separate volume to this Agreement, or any portion thereof.

"Interest" means a:

- (a) fee simple interest;
- (b) leasehold interest; or
- (c) licence or authorization to use or occupy the F.H. Collins Site for non-governmental or commercial purposes but not including a licence or authorization for commercial purposes associated with a governmental project or program,

granted by the Yukon in respect of the F.H. Collins Site, and "Interests" means more than one Interest.

11.2 The parties acknowledge that it is the intention of the Yukon to reserve the F.H. Collins Site for governmental purposes. If the Yukon, in its sole discretion, decides to grant an Interest or Interests in respect of the F.H. Collins Site to any Person at any time after the Effective Date of this Agreement, the Kwanlin Dun First Nation shall have a first right to acquire such Interest or Interests in accordance with 11.3 to 11.9.

11.3 The Yukon shall provide written notice to the Kwanlin Dun First Nation specifying:

- 11.3.1 the number and nature of any Interest or Interests to be granted;
- 11.3.2 the location of the Interest or Interests; and
- 11.3.3 the terms and conditions upon which each of the Interests may be acquired.

- 11.4 The Kwanlin Dun First Nation's first right to acquire an Interest or Interests pursuant to 11.2 shall be suspended once the Kwanlin Dun First Nation holds, pursuant to 11.2, an Interest or Interests that apply to 25% or more of the area of the F.H. Collins Site and shall be re-activated once the Kwanlin Dun First Nation holds, pursuant to 11.2, an Interest or Interests that apply to less than 25% of the area of the F.H. Collins Site.
- 11.5 For the purposes of 11.4, an Interest or Interests originally acquired by the Kwanlin Dun First Nation pursuant to 11.2 which are subsequently assigned, transferred or otherwise disposed of by the Kwanlin Dun First Nation to a Person shall, for as long as that Interest or Interests or any subsequent renewals or replacements thereof are in effect, be considered an Interest or Interests held by the Kwanlin Dun First Nation.
- 11.6 The Kwanlin Dun First Nation's first right to acquire an Interest or Interests pursuant to 11.2 shall not apply to the renewal or assignment of an Interest or Interests acquired by other Persons pursuant to 11.8.
- 11.7 The Kwanlin Dun First Nation may exercise its first right to acquire an Interest or Interests under 11.2 within 90 days following receipt of a notice under 11.3 by advising the Minister in writing whether it intends to exercise that right and identifying which of the Interests it elects to acquire.
- 11.8 If the Kwanlin Dun First Nation fails to exercise its first right to acquire an Interest or Interests within the time and in the manner set out in 11.7, the Minister may offer to dispose of the Interest or Interests identified in the notice provided to the Kwanlin Dun First Nation to any other Person upon the same terms and conditions as specified in the notice, and if the offer is accepted by any other Person the first right to acquire that Interest or Interests by the Kwanlin Dun First Nation is terminated.
- 11.9 If the offer to dispose of an Interest or Interests to any other Person under 11.8 is not accepted by any other Person, the Minister may dispose of the Interest or Interests on new terms and conditions in accordance with the procedure set out in 11.3 to 11.8.
- 11.10 Nothing in 11.0 shall be construed to prevent the Kwanlin Dun First Nation from acquiring an Interest or Interests in accordance with Laws of General Application.



## **12.0 Quarry Interests**

12.1. In 12.0, the following definitions shall apply.

"Alternate Quarry" means that portion of a Quarry developed by the Yukon at its sole discretion after the Effective Date of this Agreement in the Whitehorse Area which is not required for public purposes.

"Lease Area No. 2" means the area within the McLean Quarry designated as Lease Area No. 2 on Inset Sketch 2 on Map Sheet 105 D/11 NE in Appendix B - Maps, which forms a separate volume to this Agreement.

"Lease Area No. 5" means the area within the McLean Quarry designated as Lease Area No. 5 on Inset Sketch 2 on Map Sheet 105 D/11 NE in Appendix B - Maps, which forms a separate volume to this Agreement.

"Materials" means limestone, granite, slate, marble, gypsum, marl, gravel, loam, sand, clay, volcanic ash or stone, found in its natural state.

"McLean Quarry" means the area shown as McLean Quarry on Inset Sketch 2 on Map Sheet 105 D/11 NE in Appendix B - Maps, which forms a separate volume to this Agreement.

"Offered Volume" means 1.18 million cubic metres of Materials.

"Quarry Operations" means the removal of Materials from a Quarry.

"Quarry Interest" means an exclusive right under a lease, license or other similar instrument granted by the Yukon which entitles a Person to extract Materials from an identified area within a Quarry and "Quarry Interests" means more than one Quarry Interest.

"Stevens Quarry" means the area shown as Stevens Quarry on Inset Sketch 1 on Map Sheet 105 D/14 SW in Appendix B - Maps, which forms a separate volume to this Agreement.

"Whitehorse Area" means the area within a boundary line which is 15 kilometres beyond the Community Boundary for the City of Whitehorse as at the Effective Date of this Agreement, which for greater certainty includes the area within the Community Boundary for the City of Whitehorse.

- 12.2 For a period of 10 years after the Effective Date of this Agreement, the Kwanlin Dun First Nation shall have an option to accept the Yukon's offer of a Quarry Interest in respect of Lease Area No. 2 and a Quarry Interest in respect of Lease Area No. 5, or either of them.
- 12.3 If the Kwanlin Dun First Nation accepts the offer referred to in 12.2, the terms and conditions of any Quarry Interest shall be in accordance with Yukon Legislation in respect of Quarry Interests applicable at the time that the Kwanlin Dun First Nation accepts the offer.
- 12.4 If the Kwanlin Dun First Nation does not accept the Yukon's offer referred to in 12.2 within 10 years after the Effective Date of this Agreement, the Yukon may offer a Quarry Interest in respect of Lease Area No. 2 and a Quarry Interest in respect of Lease Area No. 5, or either of them, to any Person on the same terms and conditions as offered to the Kwanlin Dun First Nation pursuant to 12.2 except that the period for acceptance of the offer may be reduced.
- 12.5 If an offer referred to in 12.4 is not accepted by any other Person, the Yukon may offer a Quarry Interest in respect of Lease Area No. 2 and a Quarry Interest in respect of Lease Area No. 5, or either of them, on new terms and conditions provided that the Yukon shall first offer any such Quarry Interest to the Kwanlin Dun First Nation in writing and if the Kwanlin Dun First Nation does not accept the Yukon's offer within 30 days, the Yukon may offer any such Quarry Interest to any Person on the same terms and conditions as offered to the Kwanlin Dun First Nation.
- 12.6 In addition to the Quarry Interests offered in 12.2 and 12.5 the Yukon shall offer Quarry Interests in the Whitehorse Area to the Kwanlin Dun First Nation as follows:
- 12.6.1 if the Yukon, in its sole discretion, develops the Stevens Quarry for Quarry Operations within 10 years following the Effective Date of this Agreement it shall offer a Quarry Interest in the Stevens Quarry to the Kwanlin Dun First Nation which is estimated to contain the Offered Volume of Materials;

- 12.6.2 subject to 12.7, if the Stevens Quarry is not developed by the Yukon within 10 years after the Effective Date of this Agreement, the Yukon shall offer Quarry Interests estimated to contain the Offered Volume to the Kwanlin Dun First Nation in Alternate Quarries as follows:
- 12.6.2.1 if an Alternate Quarry is developed which is estimated to contain a volume of Materials estimated to exist in the Stevens Quarry, the Kwanlin Dun First Nation shall be offered a Quarry Interest which is estimated to contain the Offered Volume in that Alternate Quarry; or
- 12.6.2.2 if an Alternate Quarry or Quarries are developed which are estimated to contain less than the volume of Materials estimated to exist in the Stevens Quarry, the Yukon shall offer either a Quarry Interest or Quarry Interests in such Alternate Quarries equivalent to 33% of the volume of Materials estimated to exist within each such Alternate Quarry or such other volume as may be agreed by the Kwanlin Dun First Nation and the Yukon, until the Kwanlin Dun First Nation has been offered the Offered Volume.
- 12.7 If after 10 years following the Effective Date, the Yukon develops the Stevens Quarry for Quarry Operations, the Yukon shall notify the Kwanlin Dun First Nation, and within 30 days of such notification, the Yukon shall, subject to 12.7.1, offer a Quarry Interest equivalent to the Offered Volume in the Stevens Quarry.
- 12.7.1 A Quarry Interest offered pursuant to 12.7 is subject to a reduction equivalent to the volume of Materials estimated to exist within any Quarry Interest or Quarry Interests previously offered to the Kwanlin Dun First Nation pursuant to 12.6.2.
- 12.8 The provisions of 12.6 and 12.7 shall terminate and the obligations of the Yukon under 12.6 and 12.7 have been satisfied once the Kwanlin Dun First Nation has been offered a Quarry Interest or Quarry Interests under 12.6 or 12.7, the volume of which is estimated to contain the Offered Volume, regardless of whether the Kwanlin Dun First Nation has accepted such offers or subsequently obtains permits to conduct Quarry Operations pursuant to such a Quarry Interest or Quarry Interests.
- 12.9 Nothing in 12.0 shall be construed to prevent the Kwanlin Dun First Nation from acquiring additional Quarry Interests in the Stevens Quarry, McLean Quarry, or in any Alternate Quarry through any offer to the public.



- 12.10 Nothing in 12.0 shall be construed to eliminate or otherwise affect the payment of fees, royalties or other requirements that otherwise apply pursuant to Yukon Legislation in relation to Quarry Operations.

### **13.0 Yukon Asset Construction Agreements**

In 13.0, the following definitions shall apply.

"Asset" means property, plant and equipment.

"Capital Cost" means the planned expenditures for planning, designing, procuring, constructing and installing all buildings, housing, machinery and equipment and infrastructure associated with an Asset, including any such costs incurred outside the Traditional Territory of the Kwanlin Dun First Nation in relation to the Asset, but shall not include financing costs.

"Yukon Asset Construction Agreement" means an agreement providing benefits for the Kwanlin Dun First Nation, Kwanlin Dun or Kwanlin Dun Firms concluded in accordance with 13.1 to 13.21.

"Yukon" includes each board, commission, foundation, corporation or other similar agency expressly established or incorporated as an agent of the Yukon and their wholly owned subsidiaries, but does not include any entity which is an agent of the Yukon solely by reason of a contract.

- 13.1 Subject to 13.2, where the Yukon intends to construct an Asset in the Traditional Territory of the Kwanlin Dun First Nation that has a Capital Cost of \$3 million or more, the Yukon and the Kwanlin Dun First Nation shall conclude a Yukon Asset Construction Agreement in accordance with 13.3 to 13.11 unless the Yukon waives the requirement for a Yukon Asset Construction Agreement in accordance with 13.12 to 13.17.

- 13.1.1 For greater certainty, 13.1 shall only apply in circumstances where the Yukon is the sole proponent of the Asset construction and the sole owner of the Asset.

- 13.2 The provisions of 13.1 do not apply to an Asset the construction of which is undertaken in response to a temporary emergency in circumstances such that the construction must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.

- 13.3 Where the requirement for a Yukon Asset Construction Agreement under 13.1 is not waived, the Yukon and the Kwanlin Dun First Nation shall enter into negotiations with a view to concluding a Yukon Asset Construction Agreement.
- 13.4 If negotiations under 13.3 fail to result in the conclusion of a Yukon Asset Construction Agreement within 30 days or such further period of time that in the Yukon's opinion is reasonable in the circumstances, the Yukon may ask the Kwanlin Dun First Nation to provide its proposal respecting provisions to be included in a Yukon Asset Construction Agreement.
- 13.5 The Kwanlin Dun First Nation shall respond in writing to the Yukon within 15 days of receipt of a request under 13.4.
- 13.6 If negotiations under 13.3 fail to result in the conclusion of a Yukon Asset Construction Agreement within 30 days or such further period of time that in the Kwanlin Dun First Nation's opinion is reasonable in the circumstances, the Kwanlin Dun First Nation may notify the Yukon of its proposal respecting provisions to be included in the Yukon Asset Construction Agreement.
- 13.7 Following receipt of the response pursuant to 13.5 or the expiry of the time period referred to in 13.5, whichever is earlier, or following receipt of a notice provided pursuant to 13.6, the Yukon, at its discretion, shall either:
- 13.7.1 refer to mediation under 26.4.0 any outstanding matters regarding the provisions to be included in the Yukon Asset Construction Agreement; or
  - 13.7.2 make the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement.
- 13.8 If the Yukon refers outstanding matters to mediation under 13.7.1 and following mediation no agreement results, the Yukon shall make the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement.
- 13.9 Where the Yukon makes the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement pursuant to 13.7.2 or 13.8, such Yukon Asset Construction Agreement shall be deemed to be concluded for the purposes of 13.1 and 13.3.
- 13.10 Yukon Asset Construction Agreements may address:

13.10.1 provisions to be included in any contracts entered into by the Yukon associated with the construction of the Asset including:

13.10.1.1 employment opportunities for Kwanlin Dun;

13.10.1.2 business opportunities for the Kwanlin Dun First Nation, Kwanlin Dun Firms and Kwanlin Dun; and

13.10.1.3 training opportunities for Kwanlin Dun;

13.10.2 training or employment opportunities for Kwanlin Dun with the Yukon that are directly associated with the construction of the Asset; and

13.10.3 other benefits for the Kwanlin Dun First Nation, Kwanlin Dun or Kwanlin Dun Firms determined by the Yukon pursuant to 13.7.2 or 13.8 or agreed to by the Yukon and the Kwanlin Dun First Nation.

13.11 Yukon Asset Construction Agreements shall:

13.11.1 provide benefits commensurate with the nature, scale, duration and cost of the construction of the Asset; and

13.11.2 not place an excessive burden on the Yukon or on the agent of the Yukon constructing the Asset or adversely affect the viability of the construction of the Asset.

13.12 The Yukon may waive the requirement for a Yukon Asset Construction Agreement under 13.1 where:

13.12.1 a Yukon Asset Construction Agreement or the requirement for a Yukon Asset Construction Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;

13.12.2 economic benefits or opportunities for the Kwanlin Dun First Nation, Kwanlin Dun or Kwanlin Dun Firms in respect of the construction of the Asset, or the negotiation of an agreement regarding such benefits or opportunities in respect of the construction of the Asset are expressly provided for in a law applicable to the construction of the Asset;



- 13.12.3 an agreement with the Kwanlin Dun First Nation regarding economic benefits or opportunities for the Kwanlin Dun First Nation, Kwanlin Dun or Kwanlin Dun Firms applicable to the construction of that Asset is already in place; or
- 13.12.4 other such public interest circumstances exist.
- 13.13 Where the Yukon intends to waive the requirement for a Yukon Asset Construction Agreement under 13.12.1, 13.12.3 or 13.12.4, the Yukon shall so notify the Kwanlin Dun First Nation in writing with reasons.
- 13.14 Within 30 days of receipt of the notice under 13.13, the Kwanlin Dun First Nation shall provide the Yukon with its views in writing of the intended waiver.
- 13.15 In the 30 days following the receipt by the Yukon of the Kwanlin Dun First Nations's response under 13.14, the Kwanlin Dun First Nation and the Yukon shall make reasonable efforts to reach consensus regarding the intended waiver.
- 13.16 If the Yukon and the Kwanlin Dun First Nation fail to reach consensus under 13.15 or if the Kwanlin Dun First Nation fails to provide its views of the intended waiver within the time period specified in 13.14, the Yukon may proceed to waive the requirement for a Yukon Asset Construction Agreement.
- 13.17 Where the Yukon waives the requirement for a Yukon Asset Construction Agreement pursuant to 13.12.2, it shall so notify the Kwanlin Dun First Nation in writing.
- 13.18 Negotiations under 13.3 shall include negotiation of employment, business, investment or other opportunities for other residents of the Traditional Territory of the Kwanlin Dun First Nation if provided for in or pursuant to Yukon Legislation.
- 13.19 For greater certainty, any benefits which may be included for other residents of the Traditional Territory of the Kwanlin Dun First Nation in a Yukon Asset Construction Agreement are not included pursuant to this Agreement.
- 13.20 Except in respect of 13.21, the Yukon may extend any time period provided for in 13.0.
- 13.21 The provisions of 13.0 expire on the twelfth anniversary of the Effective Date of this Agreement.

## **14.0 Strategic Investments in Alternative Energy Projects**

14.1 In 14.0, the following definitions shall apply.

"Alternative Energy Project" means a project for generating electricity:

- (a) which is not a hydro-electric project;
- (b) which is in the Traditional Territory of the Kwanlin Dun First Nation;
- (c) construction of which commences after the Effective Date of this Agreement; and
- (d) which is not an addition to or an improvement of infrastructure for generating electricity existing at the Effective Date of this Agreement.

"Equity Cost" means the cost of an Alternative Energy Project, exclusive of debt financing.

"Kwanlin Dun First Nation's Share" means the share, expressed as a percentage, which the Kwanlin Dun First Nation proposes to acquire in the Proponent's Share in an Alternative Energy Project, pursuant to the exercise of the option described in 14.2.

"Other Proponent" means a Person other than a Proponent, who proposes to undertake an Alternative Energy Project.

"Proponent" means the Yukon, or agency or corporation of the Yukon which is the proponent of an Alternative Energy Project.

"Proponent's Share" means the share, expressed as a percentage, of the Proponent in an Alternative Energy Project.

"Public" means any Person other than an Other Proponent.

14.2 The Kwanlin Dun First Nation shall have the option to acquire up to 25 percent of the interest of the Proponent in an Alternative Energy Project where the Proponent seeks investment from the Public in an Alternative Energy Project.

14.3 The provisions of 14.2 do not apply:

- 14.3.1 when a Proponent seeks to divest itself of all of its ownership in an Alternative Energy Project;
- 14.3.2 when a Proponent seeks to obtain debt financing for an Alternative Energy Project; or
- 14.3.3 when a Proponent seeks public investment not specifically related to an Alternative Energy Project.

14.4 Unless the Proponent and the Kwanlin Dun First Nation otherwise agree:

- 14.4.1 the Kwanlin Dun First Nation shall pay for the acquisition of its interest in an Alternative Energy Project by:
  - 14.4.1.1 paying an amount equal to the Kwanlin Dun First Nation's Share of the Proponent's Share of the Equity Cost of the Alternative Energy Project; and
  - 14.4.1.2 assuming liability for a share of the full recourse debt financing for the Alternative Energy Project equal to the Kwanlin Dun First Nation's Share of the Proponent's Share of the liability under such financing; and
- 14.4.2 the other terms and conditions of an acquisition of an interest in the Alternative Energy Project by the Kwanlin Dun First Nation shall be no less favourable than the terms and conditions applying to all participants in the Alternative Energy Project, including the Proponent.

14.5 The Proponent shall give notice in writing to the Kwanlin Dun First Nation when it seeks investment from the Public or the participation of Other Proponents in an Alternative Energy Project. This notice shall also:

- 14.5.1 give notice to the Kwanlin Dun First Nation of completion of all studies and investigations into the feasibility of the Alternative Energy Project and make those studies available to the Kwanlin Dun First Nation; and
- 14.5.2 give notice to the Kwanlin Dun First Nation of receipt of all regulatory approvals required to start the construction of the Alternative Energy Project



- 14.6 Subject to 14.7 and 14.8 and after notice has been given in accordance with 14.5, the Proponent and the Kwanlin Dun First Nation, shall negotiate the terms and conditions of the Kwanlin Dun First Nation acquiring its interest pursuant to 14.2 in an Alternative Energy Project.
- 14.7 Unless otherwise agreed by the Proponent and the Kwanlin Dun First Nation, at any time at least 270 days after notice has been given under 14.5, the Proponent may provide in writing to the Kwanlin Dun First Nation an offer setting out all the proposed terms and conditions of the Kwanlin Dun First Nation acquiring its interest pursuant to 14.2.
- 14.8 The offer referred to in 14.7 shall be open for acceptance by the Kwanlin Dun First Nation for 30 days, and failing acceptance of the offer, the option described in 14.2 shall lapse and the Proponent shall have no further obligation to the Kwanlin Dun First Nation under 14.0 for that Alternative Energy Project.
- 14.9 Nothing in 14.2 shall be construed to prevent the Kwanlin Dun First Nation from entering into an agreement to acquire an additional interest in an Alternative Energy Project.
- 14.10 Unless otherwise agreed by all the parties owning an interest in an Alternative Energy Project, the Kwanlin Dun First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Alternative Energy Project pursuant to 14.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 14.11 The Proponent may exercise the first right to purchase set out in 14.10 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Kwanlin Dun First Nation in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.
- 14.12 For greater certainty, nothing in 14.0 shall be construed to prevent the Kwanlin Dun First Nation from exercising the option described in 14.2 through the agency of a corporation which it owns or controls.
- 14.12.1 If the Kwanlin Dun First Nation chooses to exercise the option described in 14.2 through the agency of a corporation which it owns or controls, the provisions of 14.0 shall apply to that corporation as if it were the Kwanlin Dun First Nation.

14.12.2 If the Kwanlin Dun First Nation chooses to exercise the option described in 14.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.

14.13 Nothing in 14.0 shall be construed to prevent the Kwanlin Dun First Nation and the Yukon, its agencies and corporations from entering into an agreement whereby the Kwanlin Dun First Nation acquires an interest in an addition to or improvement of infrastructure for generating electricity, other than a hydro electric project, existing at the Effective Date of this Agreement in the Traditional Territory of the Kwanlin Dun First Nation.

14.13.1 Unless the Kwanlin Dun First Nation and the Yukon, its agency or corporation otherwise agree, the terms and conditions upon which the Kwanlin Dun First Nation acquires an interest in an addition to or improvement of infrastructure for generating electricity, other than a hydro electric project, existing at the Effective Date of this Agreement shall be no less favourable than the terms and conditions applying to any Person acquiring such an interest.

## **SCHEDULE A**

### **ECONOMIC MEASURES**

#### **PART II - ALLOCATION OF LICENCES, PERMITS OR CONCESSIONS**

##### **1.0 Commercial Freshwater Fish**

1.1 The Kwanlin Dun First Nation shall have a right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Traditional Territory of the Kwanlin Dun First Nation as follows:

1.1.1 Government shall offer to the Kwanlin Dun First Nation any new licences or permits in respect of commercial freshwater fishing until the Kwanlin Dun First Nation and Kwanlin Dun Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Kwanlin Dun First Nation.

##### **2.0 Commercial Wilderness Adventure Travel**

2.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial wilderness adventure travel industry in the Traditional Territory of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:

2.1.1 in the first year that Government places the limit, Government shall offer to the Kwanlin Dun First Nation in respect of its Traditional Territory:

2.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Kwanlin Dun Firms to operate at their then existing level; or

2.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Kwanlin Dun First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,

whichever is less; and



- 2.1.2 in the second year, and each year thereafter, Government shall offer to the Kwanlin Dun First Nation any new licences or permits issued from time to time until the Kwanlin Dun First Nation and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits issued from time to time.

### **3.0 Commercial Freshwater Sports Fishing**

- 3.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:

- 3.1.1 in the first year that Government places the limit, Government shall offer to the Kwanlin Dun First Nation in respect of its Traditional Territory:

3.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Kwanlin Dun Firms to operate at their then existing level; or

3.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Kwanlin Dun First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,

whichever is less; and

- 3.1.2 in the second year, and each year thereafter, Government shall offer to the Kwanlin Dun First Nation any new licences or permits issued from time to time until the Kwanlin Dun First Nation and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits issued from time to time.

#### **4.0 Game Farming and Fur Farming**

4.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the game farming or the fur farming industries in the Traditional Territory of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:

4.1.1 in the first year that Government places the limit, Government shall offer to the Kwanlin Dun First Nation in respect of its Traditional Territory:

4.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Kwanlin Dun Firms to operate at their then existing level; or

4.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Kwanlin Dun First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,

whichever is less; and

4.1.2 in the second year, and each year thereafter, Government shall offer to the Kwanlin Dun First Nation any new licences or permits issued from time to time until the Kwanlin Dun First Nation and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits issued from time to time.

#### **5.0 Conditions**

5.1 Government shall Consult with the Kwanlin Dun First Nation when deciding to establish a licensing or permitting regime or when deciding to amend an existing licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0 in the Traditional Territory of the Kwanlin Dun First Nation.

5.2 Government shall Consult with the Kwanlin Dun First Nation when deciding to place a limit or vary an existing limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0 in the Traditional Territory of the Kwanlin Dun First Nation.

- 5.3 In making a decision referred to in 5.2 and in responding to a recommendation pursuant to 5.4, Government shall consider the following:
- 5.3.1 the number of existing operations in the sector of the industry referred to in 1.0, 2.0, 3.0 and 4.0 in respect of which the placing of a limit or the varying of an existing limit upon the number of licences or permits to be issued in the Traditional Territory of the Kwanlin Dun First Nation is being considered;
  - 5.3.2 the capacity of that sector to accommodate additional operations, including the Kwanlin Dun First Nation and Kwanlin Dun Firms;
  - 5.3.3 whether a delay in placing a limit or varying an existing limit upon the number of licences or permits to be issued in respect of that sector would affect the ability of the Kwanlin Dun First Nation and Kwanlin Dun Firms together to acquire 25 percent of the licences or permits to be issued;
  - 5.3.4 the objectives of this chapter; and
  - 5.3.5 such other matters as to which the parties may agree.
- 5.4 The Kwanlin Dun First Nation may, in writing, giving reasons, recommend to the Minister:
- 5.4.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0; and
  - 5.4.2 the placement of or variation of a limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0.
- 5.5 The Minister shall, within 90 days of receipt of a recommendation from the Kwanlin Dun First Nation pursuant to 5.4, respond in writing to the Kwanlin Dun First Nation, giving reasons for any decision made in respect of that recommendation.
- 5.6 The Kwanlin Dun First Nation may enter into joint ventures or other arrangements with other Persons to use the licences or permits issued to the Kwanlin Dun First Nation pursuant to 1.0, 2.0, 3.0 or 4.0.



- 5.7 The Kwanlin Dun First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0 or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Kwanlin Dun First Nation under 1.0, 2.0, 3.0 or 4.0.
- 5.9 When the Kwanlin Dun First Nation applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Kwanlin Dun First Nation.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Kwanlin Dun First Nation pursuant to 1.0, 2.0, 3.0 and 4.0.
- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Kwanlin Dun First Nation pursuant to these provisions where the Kwanlin Dun First Nation has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Kwanlin Dun First Nation or a Kwanlin Dun Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the application of those provisions.

## **6.0 Outfitting Concession**

- 6.1 The Kwanlin Dun First Nation shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of the Kwanlin Dun First Nation after the Effective Date of this Agreement.
- 6.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to the Kwanlin Dun First Nation of that fact and of the terms and conditions upon which that concession might be acquired.

- 6.1.2 The Kwanlin Dun First Nation may exercise the first right to acquire referred to in 6.1, at any time during the 90 days following the date upon which it received the notice referred to in 6.1.1, by advising Government in writing of its intention to exercise that right.
- 6.1.3 If the Kwanlin Dun First Nation fails, within the 90 days following its receipt of the notice referred to in 6.1.1, to advise Government that it wishes to exercise the first right to acquire referred to in 6.1, it shall be deemed to have given notice that it will not be exercising that right.
- 6.2 For the purposes of 6.0, an outfitting concession becomes available only in the following circumstances:
- 6.2.1 Government decides to grant a concession in respect of an area, the greatest part of which has never been the subject of any outfitting concession;
- 6.2.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;
- 6.2.2.1 for greater certainty, the realignment of the existing boundaries of two or more adjacent outfitting areas does not result in a new concession becoming available for the purposes of 6.0;
- 6.2.3 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because of the concession holder's failure to comply with the Laws of General Application; or
- 6.2.4 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because it was then of the opinion that to so do was necessary for the conservation of wildlife in the area or protection of the public interest.
- 6.3 The first right to acquire referred to in 6.1 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the application of this provision.

## **CHAPTER 23 - RESOURCE ROYALTY SHARING**

### **23.1.0 Definitions**

In this chapter, the following definitions shall apply.

"Crown Royalty" means any amount received by the Yukon, paid in money or in kind, in respect of a Resource produced by a Person from land where Government owns the Resource, but does not include any payment made for a service, for the creation of special purposes funds, for the issuance of a right or interest or for the granting of an approval or authorization, any payment required regardless of the ownership of the Resource, or any payment for incentives, less:

- (a) the reasonable costs incurred by the Yukon for the collection of the Crown Royalty; and
- (b) any deductions made by Canada from federal financial contributions to the Yukon by reason of the Yukon receiving revenues from a Resource.

"Resource" means Mines and Minerals, other than Specified Substances, found in, on or under the Yukon Territory.

"Yukon First Nation Royalty" means any sum which would be payable to the Yukon in respect of the production of a Resource on Category A Settlement Land as if that land were owned by Government, regardless of whether a Yukon First Nation actually receives a greater or lesser royalty when granting interests in a Resource on Category A Settlement Land, less the reasonable costs incurred by the Yukon First Nation for the collection of its royalty.

"Yukon Territory" means the Yukon Territory as defined in the Yukon Act, R.S.C. 1985, c. Y-2 as at December 15, 1988, notwithstanding any subsequent amendment to that Act.

### **23.2.0 Crown Royalty Sharing**

23.2.1 In the event that Canada transfers to the Yukon the authority to receive or to levy and collect royalties in respect of the production of a Resource, the following arrangements shall apply:

- 23.2.1.1 the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,



- (a) 50 percent of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation Royalty, in respect of that year, and
- (b) 10 percent of any additional amount by which the Crown Royalty exceeds the Yukon First Nation Royalty in respect of that year.

- 23.2.2 Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.
- 23.2.3 The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.
- 23.2.4 The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.
- 23.2.5 The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.
- 23.2.6 In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.
- 23.2.7 While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.
- 23.2.8 Any payments made by the Yukon to Yukon First Nations pursuant to 23.2.1 shall not be reimbursed to the Yukon, in whole or in part, by Canada.

### **23.3.0 Interim Provisions**

- 23.3.1 The parties to the Umbrella Final Agreement recognize that Canada and the Yukon are negotiating agreements with respect to the transfer of administration and management of Resources.

- 23.3.2 The Council for Yukon Indians may participate with the Yukon in the development of the Yukon's negotiating positions for negotiations pursuant to 23.3.1.
- 23.3.3 It is acknowledged the Yukon will represent the interests of all Yukon residents in negotiations pursuant to 23.3.1.
- 23.3.4 Any agreement as a result of negotiations pursuant to 23.3.1 shall be consistent with this chapter.





## **CHAPTER 24 - YUKON INDIAN SELF-GOVERNMENT**

### **24.1.0 General**

- 24.1.1 Government shall enter into negotiations with each Yukon First Nation which so requests with a view to concluding self-government agreements appropriate to the circumstances of the affected Yukon First Nation.
- 24.1.2 Subject to negotiation of an agreement pursuant to 24.1.1 and in conformity with the Constitution of Canada, the powers of a Yukon First Nation may include the powers to:
  - 24.1.2.1 enact laws and regulations of a local nature for the good government of its Settlement Land and the inhabitants of such land, and for the general welfare and development of the Yukon First Nation;
  - 24.1.2.2 develop and administer programs in areas of Yukon First Nation responsibility;
  - 24.1.2.3 appoint representatives to boards, councils, commissions and committees as provided for in the Settlement Agreements;
  - 24.1.2.4 allocate, administer and manage Settlement Land;
  - 24.1.2.5 contract with Persons or governments;
  - 24.1.2.6 form corporations and other legal entities;
  - 24.1.2.7 borrow money; and
  - 24.1.2.8 levy and collect fees for the use or occupation of Settlement Land including property taxes.
- 24.1.3 Self-government agreements shall not affect:
  - 24.1.3.1 the rights of Yukon Indian People as Canadian citizens; and
  - 24.1.3.2 unless otherwise provided pursuant to a self-government agreement or legislation enacted thereunder, their entitlement to all of the services, benefits and protections of other citizens applicable from time to time.

### **24.2.0 Subjects for Negotiation**

- 24.2.1 Negotiations respecting a self-government agreement for a Yukon First Nation may include the following subjects:

- 24.2.1.1 the Yukon First Nation constitution;
- 24.2.1.2 the Yukon First Nation's community infrastructure, public works, government services and Local Government Services;
- 24.2.1.3 community development and social programs;
- 24.2.1.4 education and training;
- 24.2.1.5 communications;
- 24.2.1.6 culture and aboriginal languages;
- 24.2.1.7 spiritual beliefs and practices;
- 24.2.1.8 health services;
- 24.2.1.9 personnel administration;
- 24.2.1.10 civil and family matters;
- 24.2.1.11 subject to federal tax Law, the raising of revenue for local purposes including direct taxation;
- 24.2.1.12 economic development;
- 24.2.1.13 the administration of justice and the maintenance of law and order;
- 24.2.1.14 relations with Canada, the Yukon and local governments;
- 24.2.1.15 financial transfer arrangements;
- 24.2.1.16 an implementation plan; and
- 24.2.1.17 all matters ancillary to the foregoing, or as may be otherwise agreed.

### **24.3.0 Devolution**

- 24.3.1 Government and a Yukon First Nation may negotiate the devolution of programs and services associated with the responsibilities of the Yukon First Nation as agreed in negotiations over matters enumerated in 24.2.1.
- 24.3.2 For greater certainty, pursuant to 24.2.1, Government and the Yukon First Nation may negotiate the devolution of programs and services dealing with the following:

- 24.3.2.1 Yukon First Nation authority for the design, delivery and management of Indian language and cultural curriculum;
- 24.3.2.2 Yukon First Nation authority for the design, delivery and administration of tribal justice; and
- 24.3.2.3 the division and sharing of Yukon First Nation and Government responsibility for the design, delivery and administration of programs relating to,

### **Education**

- (a) Indian student counselling,
- (b) cross cultural teacher/administrator orientation,
- (c) composition of teaching staff,
- (d) early childhood, special, and adult education curriculum,
- (e) kindergarten through grade 12 curriculum,
- (f) the evaluation of teachers, administrators and other employees,

### **Health and Social Services**

- (g) family and child welfare, including custom adoption,
- (h) substance abuse programs,
- (i) juvenile offender programs,
- (j) child development programs,
- (k) programs for the mentally, physically, emotionally or socially disabled,
- (l) other health and social services that the parties may agree to from time to time,

### **Justice**

- (m) policing and enforcement of law,
- (n) corrections,



- (o) probation services,
- (p) community conflict resolution,

### **Employment Opportunities**

- (q) increased employment opportunities for Yukon Indian People;  
and

24.3.2.4 such other programs and services as the parties may agree.

## **24.4.0 Participation**

24.4.1 The parties to the Umbrella Final Agreement may negotiate guaranteed representation for Yukon First Nations on government commissions, councils, boards and committees in the Yukon established to deal with the following matters:

- 24.4.1.1 education;
- 24.4.1.2 health and social services;
- 24.4.1.3 justice and law enforcement; and
- 24.4.1.4 other matters as may be agreed.

## **24.5.0 Yukon First Nation Constitutions**

24.5.1 Negotiations regarding a Yukon First Nation constitution may include the following:

- 24.5.1.1 composition, structure and powers of the Yukon First Nation government institutions;
- 24.5.1.2 membership;
- 24.5.1.3 election procedures;
- 24.5.1.4 meeting procedures;
- 24.5.1.5 financial management procedures;
- 24.5.1.6 composition and powers of all committees;

- 24.5.1.7 the rights of individual members of a Yukon First Nation with respect to the powers of the Yukon First Nation government institutions;
- 24.5.1.8 amending procedures;
- 24.5.1.9 internal management of the Yukon First Nation, including regional or district management structures; and
- 24.5.1.10 use, occupation and disposition of the Yukon First Nation's Settlement Land and resources.

#### **24.6.0 Financial Transfer Arrangements**

- 24.6.1 The intent of any financial transfer arrangement negotiated in accordance with 24.2.1.15 shall be to:
  - 24.6.1.1 specify a method for determining levels of Government financial transfers to the Yukon First Nation in question;
  - 24.6.1.2 specify obligations of all parties, including minimum program delivery standards for programs to be delivered by the Yukon First Nation; and
  - 24.6.1.3 specify accountability requirements with respect to transferred funds.
- 24.6.2 Such financial transfer arrangements shall address requirements for contributions from the Government towards the funding of Yukon First Nation institutions and programs.
- 24.6.3 Financial transfer arrangements may provide for the transfer of funds through a block-funding mechanism.
- 24.6.4 Financial transfer arrangements may be re-negotiable every five years.

#### **24.7.0 Regional or District Structures**

- 24.7.1 A Yukon First Nation, Canada, the Yukon and Yukon municipalities, may develop common administrative or planning structures within a community, region or district of the Yukon and these structures shall:
  - 24.7.1.1 remain under the control of all Yukon residents within that district; and
  - 24.7.1.2 include direct representation by the affected Yukon First Nations within that district.

#### **24.8.0 Status of Yukon First Nations under the Income Tax Act**

- 24.8.1 Agreements negotiated pursuant to 24.1.1 shall include provisions respecting the status of a Yukon First Nation as a municipality or public body performing the functions of government or a municipal corporation under the Income Tax Act, S.C. 1970-71-72, c. 63.
- 24.8.2 Unless the parties otherwise agree, an entity described in 24.8.1 shall be restricted by its enabling authority to the provision of government or other public services and, in particular, it shall not engage in commercial activities nor control any entity that carries on a commercial activity or is engaged in making investments.

##### **Specific Provision**

- 24.8.2.1 Exceptions to the restrictions set out in 24.8.2 are set out in the Kwanlin Dun First Nation Self-Government Agreement.

#### **24.9.0 Legislation**

- 24.9.1 The parties to the Umbrella Final Agreement shall negotiate guidelines for drafting Legislation to bring into effect agreements negotiated pursuant to 24.1.1.
- 24.9.2 Subject to 24.9.1, the Yukon shall recommend to its Legislative Assembly, Legislation separate from the Settlement Legislation to bring into effect those agreements negotiated pursuant to 24.1.1 for which the Yukon has legislative authority.
- 24.9.3 Subject to 24.9.1, Canada shall recommend to Parliament Legislation separate from the Settlement Legislation to bring into effect those agreements negotiated pursuant to 24.1.1 for which Canada has legislative authority.

#### **24.10.0 Amendment**

- 24.10.1 Government shall consult with affected Yukon First Nations before recommending to Parliament or the Yukon Legislative Assembly, as the case may be, Legislation to amend or repeal Legislation enacted to give effect to those agreements negotiated pursuant to 24.1.1.
- 24.10.2 The manner of consultation in 24.10.1 shall be set out in each self-government agreement.



- 24.10.3 Yukon First Nations constitutions may be amended only by internal amending formulae or by amendment to the self-government Legislation.

#### **24.11.0 Process**

- 24.11.1 Prior to commencing substantive negotiations on self-government agreements, the parties to such negotiations shall agree on:
- 24.11.1.1 the order in which the matters to be negotiated are to be addressed;
  - 24.11.1.2 the time frame within which negotiations will take place, which shall be concurrent with time frames established for the negotiation of Yukon First Nation Final Agreements; and
  - 24.11.1.3 such other matters as may be necessary or desirable to ensure that negotiations proceed in a logical and efficient manner.
- 24.11.2 Funding for negotiations shall be according to federal policy for self-government negotiations.

#### **24.12.0 Protection**

- 24.12.1 Agreements entered into pursuant to this chapter and any Legislation enacted to implement such agreements shall not be construed to be treaty rights within the meaning of section 35 of the Constitution Act, 1982.
- 24.12.2 Nothing in this chapter or in the Settlement Agreements shall preclude Yukon First Nations, if agreed to by the Yukon First Nations and Canada, from acquiring constitutional protection for self-government as provided in future constitutional amendments.
- 24.12.3 Any amendments to this chapter related to the constitutional protection for self-government in whole or in part shall be by agreement of Canada and the Yukon First Nations.
- 24.12.4 Nothing in 24.12.1, 24.12.2 or 24.12.3 shall be construed to affect the interpretation of aboriginal rights within the meaning of sections 25 or 35 of the Constitution Act, 1982.



## **CHAPTER 25 - TRANSBOUNDARY AGREEMENTS**

### **25.1.0 General**

- 25.1.1 Government, the Council for Yukon Indians and the affected Yukon First Nations shall cooperate in negotiating Transboundary Agreements.
- 25.1.2 Government, the Council for Yukon Indians and the affected Yukon First Nations shall endeavour to secure the cooperation of the Government of British Columbia, the Government of the Northwest Territories and transboundary aboriginal groups in negotiating Transboundary Agreements.

### **25.2.0 Transboundary Negotiations**

- 25.2.1 Government, the Council for Yukon Indians and Yukon First Nations whose Traditional Territories are affected by a transboundary aboriginal claim shall work together in respect of each transboundary aboriginal claim to negotiate a Transboundary Agreement.
- 25.2.2 Government, the Council for Yukon Indians and the affected Yukon First Nations shall make best efforts to settle the transboundary aboriginal claims of Yukon Indian People in the Northwest Territories and British Columbia based upon reciprocity for traditional use and occupancy.
- 25.2.3 Canada shall make adequate resources available for Yukon First Nations to negotiate Transboundary Agreements in accordance with federal comprehensive claims funding policies.
- 25.2.4 The negotiations shall be based on traditional use and occupancy.

### **25.3.0 Internal Relations**

- 25.3.1 Nothing in this chapter shall preclude a Yukon First Nation and a transboundary claimant group who are parties to a Transboundary Agreement from making agreements in respect of the sharing of their lands, resources and benefits or from developing their own forms of internal relations.
- 25.3.2 Transboundary claimant participation in land and resources management in the Yukon shall be provided for in Transboundary Agreements.



#### **25.4.0 Amendment**

- 25.4.1 Except where expressly provided otherwise in a Transboundary Agreement, that Transboundary Agreement may only be amended with the consent of all parties to that Transboundary Agreement.

#### **25.5.0 Yukon First Nation Final Agreements and Transboundary Agreements Conflicts**

- 25.5.1 For the purposes of 25.5.0, "Subsequent Transboundary Agreement" means:

- 25.5.1.1 a Transboundary Agreement entered into after the ratification of the Umbrella Final Agreement; and
- 25.5.1.2 any amendment, after ratification of the Umbrella Final Agreement, to a Transboundary Agreement entered into prior to ratification of the Umbrella Final Agreement.

- 25.5.2 A Yukon First Nation Final Agreement shall contain provisions which, to the satisfaction of the parties to that Yukon First Nation Final Agreement:

- 25.5.2.1 resolve any inconsistencies or conflicts between that Yukon First Nation Final Agreement and any Subsequent Transboundary Agreement then in effect which has application in the Traditional Territory of the Yukon First Nation; and
- 25.5.2.2 allow for the resolution of any inconsistencies or conflicts between that Yukon First Nation Final Agreement and a Subsequent Transboundary Agreement not then in effect but which, when in effect, might have application in the Traditional Territory of the Yukon First Nation.

- 25.5.3 Canada shall not agree in a Subsequent Transboundary Agreement to provisions:

- 25.5.3.1 which resolve conflicts or inconsistencies between that Subsequent Transboundary Agreement and a Yukon First Nation Final Agreement; or
- 25.5.3.2 which allow for the resolution of inconsistencies or conflicts between that Subsequent Transboundary Agreement and any Yukon First Nation Final Agreement not then in effect but which, when in effect, might have application in the same area of the Yukon as the Subsequent Transboundary Agreement,

without the consent of the Yukon First Nation in whose Traditional Territory the Subsequent Transboundary Agreement has, or, when in effect, might have application, and the consent of the Yukon.

- 25.5.4 The Yukon shall not agree in a Subsequent Transboundary Agreement to provisions:
- 25.5.4.1 which resolve conflicts or inconsistencies between that Subsequent Transboundary Agreement and a Yukon First Nation Final Agreement;  
or
  - 25.5.4.2 which allow for the resolution of inconsistencies or conflicts between that Subsequent Transboundary Agreement and any Yukon First Nation Final Agreement not then in effect but which, when in effect, might have application in the same area of the Yukon as the Subsequent Transboundary Agreement,
- without the consent of the Yukon First Nation in whose Traditional Territory the Subsequent Transboundary Agreement has, or, when in effect, might have application, and the consent of Canada.
- 25.5.5 Canada shall not agree to any provision in a Subsequent Transboundary Agreement which primarily affects a matter within the jurisdiction of the Yukon without the consent of the Yukon.





## **CHAPTER 26 - DISPUTE RESOLUTION**

### **26.1.0 Objectives**

26.1.1 The objectives of this chapter are as follows:

- 26.1.1.1 to establish a comprehensive dispute resolution process for resolving disputes which arise out of the interpretation, administration or implementation of Settlement Agreements or Settlement Legislation; and
- 26.1.1.2 to facilitate the out-of-court resolution of disputes under 26.1.1, in a non-adversarial and informal atmosphere.

### **26.2.0 Definitions**

In this chapter, the following definitions shall apply.

"Board" means the Dispute Resolution Board established pursuant to 26.5.1.

"Panel" means the Dispute Resolution Panel appointed pursuant to 26.5.3.

### **26.3.0 Specific Disputes**

26.3.1 A party to a Settlement Agreement may refer any of the following matters to mediation under 26.6.0:

- 26.3.1.1 any matter which the Umbrella Final Agreement refers to the dispute resolution process;
- 26.3.1.2 any matter which a Settlement Agreement, a Yukon First Nation self-government agreement or any other agreement between the parties to a Yukon First Nation Final Agreement refers to the dispute resolution process; and
- 26.3.1.3 any other matter which at any time all parties to a Settlement Agreement agree should be referred to the dispute resolution process whether or not related to a Settlement Agreement.

26.3.2 Each party to a Settlement Agreement has a right to be a party to a dispute described in 26.3.1 arising out of that Settlement Agreement.

- 26.3.3 Subject to 26.8.0, no party to a Settlement Agreement may apply to any court for relief in respect of any dispute which may be referred to mediation under 26.3.1 except for an application for interim or interlocutory relief where the Board has failed to appoint a mediator under 26.6.2 or an arbitrator under 26.7.2 within 60 days of application by any party to the dispute.
- 26.3.4 Any Person whose interests, in the opinion of the mediator, will be adversely affected by a dispute referred to mediation under 26.3.1 has a right to participate in the mediation on such terms as the mediator may establish.
- 26.3.5 A dispute described in 26.3.1 which is not resolved by mediation under 26.6.0 may be referred to arbitration under 26.7.0 by any party to the dispute.

#### **26.4.0 Other Disputes**

- 26.4.1 A party to a Settlement Agreement may refer any of the following matters to mediation under 26.6.0:
- 26.4.1.1 any matter which the Umbrella Final Agreement refers to mediation under the dispute resolution process;
  - 26.4.1.2 any matter which a Settlement Agreement, a Yukon First Nation self-government agreement or any other agreement between the parties to a Yukon First Nation Final Agreement refers to mediation under the dispute resolution process;
  - 26.4.1.3 any matter which at any time all the parties to a Settlement Agreement agree should be referred to mediation under the dispute resolution process, whether or not related to a Settlement Agreement;
  - 26.4.1.4 any matter which a board listed in 2.12.0 established pursuant to a Settlement Agreement, acting pursuant to its rules and procedures directs to mediation under the dispute resolution process; and
  - 26.4.1.5 any matter arising out of the interpretation administration, or implementation of that Settlement Agreement, with the consent of all the other parties to that Settlement Agreement, whether the dispute is among the parties to the Settlement Agreement or not.
- 26.4.2 Each party to a Settlement Agreement has a right to be a party to any dispute referred to mediation under 26.6.0.
- 26.4.3 The parties to a dispute described in 26.4.1 which is not resolved by mediation under 26.6.0 may agree to refer the dispute to arbitration under 26.7.0.

- 26.4.4 Any Person whose interests, in the opinion of the arbitrator, will be adversely affected by a dispute referred to arbitration under 26.3.5 or 26.4.3 has a right to participate in the arbitration on such terms as the arbitrator may establish.
- 26.4.5 Subject to 26.8.0, no party to a Settlement Agreement may apply to any court for relief in respect of any dispute which has been referred to arbitration under 26.3.5 or 26.4.3, except for an application for interim or interlocutory relief where the Board has failed to appoint an arbitrator under 26.7.2 within 60 days of an application by any party to the dispute.

#### **26.5.0 Dispute Resolution Board and Panel**

- 26.5.1 A Dispute Resolution Board shall be established comprising three persons appointed jointly by the Council for Yukon Indians and Government in accordance with 26.5.2.
- 26.5.2 If, upon 30 days notice by a party to the Umbrella Final Agreement of its readiness to establish the Board, the parties to the Umbrella Final Agreement do not jointly agree on the membership of the Board:
- 26.5.2.1 the Council for Yukon Indians shall appoint one member;
  - 26.5.2.2 Canada and the Yukon shall jointly appoint one member;
  - 26.5.2.3 the members appointed pursuant to 26.5.2.1 and 26.5.2.2 shall select jointly the third member who shall be the chairperson of the Board; and
  - 26.5.2.4 if a chairperson has not been selected pursuant to 26.5.2.3 within 60 days of the appointment of the members pursuant to 26.5.2.1 and 26.5.2.2, the Senior Judge of the Supreme Court of the Yukon, or another Judge designated by the Senior Judge, shall appoint the chairperson upon application by one of the parties to the Umbrella Final Agreement.
- 26.5.3 The Board may, if, in its opinion, circumstances warrant, appoint persons including its own members to form the Dispute Resolution Panel provided that the total number of persons on the Panel, including members of the Board, does not exceed 15.
- 26.5.4 The Board appointed under 26.5.1 shall have the following responsibilities:
- 26.5.4.1 to ensure Panel members have or receive training in mediation and arbitration principles and techniques;
  - 26.5.4.2 to maintain a roster of mediators and a roster of arbitrators from those persons who are appointed members of the Panel;



- 26.5.4.3 to appoint mediators and arbitrators;
- 26.5.4.4 to set from time to time the fees to be charged for Panel members' services;
- 26.5.4.5 to prepare annual budgets for administrative costs of the Board and Panel and to submit such budgets to Government for approval; and
- 26.5.4.6 after Consultation with the parties to the Umbrella Final Agreement, to establish rules and procedures governing mediation and arbitration.

#### **26.6.0 Mediation**

- 26.6.1 The parties to a dispute referred to mediation shall attempt to choose a mediator within 15 days of the dispute being referred to mediation.
- 26.6.2 If a dispute cannot be settled informally by the parties and the parties cannot agree on a mediator, the Board shall appoint a mediator from the Panel.
- 26.6.3 A mediator agreed upon by the parties or appointed by the Board shall promptly meet with the parties to assist them in the resolution of the dispute.
- 26.6.4 The mediation shall not extend beyond four hours unless the parties to the dispute and the mediator agree.
- 26.6.5 The mediator, at his own option, may provide a brief non-binding written recommendation to the parties.
- 26.6.6 The mediator, at the request of the parties to the mediation, shall provide a brief non-binding written recommendation to the parties.
- 26.6.7 The mediation and any recommendations of the mediator shall be confidential to the parties to the dispute unless the parties otherwise agree.
- 26.6.8 The costs of the mediator for the first four hours shall be borne by the Board. Thereafter, the costs of the mediator shall be borne equally by the parties to the mediation.
- 26.6.9 Notwithstanding 26.6.8, the Board shall determine who shall pay the costs of mediation pursuant to 26.4.1.4.

#### **26.7.0 Arbitration**

- 26.7.1 The parties to a dispute referred to arbitration shall attempt to choose an arbitrator within 15 days of the dispute being referred to arbitration.

- 26.7.2 If the parties do not agree on an arbitrator under 26.7.1, the Board, on application of a party to the dispute, shall appoint an arbitrator from the Panel.
- 26.7.3 With respect to a dispute referred to arbitration under a Settlement Agreement, the arbitrator shall have the authority to resolve the dispute including the authority:
- 26.7.3.1 to determine all questions of procedure including the method of giving evidence;
  - 26.7.3.2 to subpoena witnesses and documents;
  - 26.7.3.3 to administer oaths and solemn affirmations to the parties and witnesses;
  - 26.7.3.4 to order a party to cease and desist from activity contrary to the provisions of a Settlement Agreement;
  - 26.7.3.5 to order a party to comply with the terms and conditions of a Settlement Agreement;
  - 26.7.3.6 to make an order determining the monetary value of a loss or injury suffered by a party as a result of contravention of a Settlement Agreement and directing a party to pay all or part of the amount of that monetary value;
  - 26.7.3.7 to declare the rights and obligations of the parties to a dispute;
  - 26.7.3.8 to make an order providing interim relief; and
  - 26.7.3.9 to refer any question of Law to the Supreme Court of the Yukon.
- 26.7.4 The cost of the arbitration shall be borne equally among the parties to the dispute unless otherwise assigned by the arbitrator.
- 26.7.5 Subject to 26.8.0, a decision or order of an arbitrator shall be final and binding on the parties to the arbitration.
- 26.7.6 A party affected by a decision or order of an arbitrator may, after the expiration of 14 days from the date of the release of the decision or order or the date provided in the decision for compliance, whichever is later, file in the Registry of the Supreme Court of the Yukon a copy of the decision and the decision or order shall be entered as if it were a decision or order of the Court, and on being entered shall be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Yukon and enforceable as such.

## **26.8.0 Judicial Review**

- 26.8.1 The decision or order of an arbitrator under 26.7.5 is not subject to appeal or to judicial review in any court except on the ground that the arbitrator failed to observe a principle of natural justice or otherwise acted beyond or refused to exercise jurisdiction.
- 26.8.2 The Supreme Court of the Yukon shall have jurisdiction in respect of an appeal or judicial review pursuant to 26.8.1.

## **26.9.0 Transitional**

- 26.9.1 Until the Board is appointed, the Arbitration Act, R.S.Y. 1986, c. 7 shall apply to any arbitration under 26.7.0.



## **CHAPTER 27 - YUKON FISH AND WILDLIFE ENHANCEMENT TRUST**

### **27.1.0 Definitions**

In this chapter, the following definitions shall apply.

"Adjusted Contribution" means the greater of the amount calculated in (a) or (b), multiplied by the value of the Final Domestic Demand Implicit Price Index for the latest quarter prior to the effective date of Settlement Legislation and divided by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990:

- (a) \$1,050,400 x 1.03,
- (b) \$1,050,400 multiplied by the value of the Final Domestic Demand Implicit Price Index for the second quarter of 1990 and divided by the value of the Final Domestic Demand Implicit Price Index for the third quarter of 1989.

"Trust" means the Yukon Fish and Wildlife Enhancement Trust.

### **27.2.0 Trust**

- 27.2.1 A Yukon Fish and Wildlife Enhancement Trust shall be established by the parties to the Umbrella Final Agreement having the objective set out in 27.4.0.

### **27.3.0 Trustees**

- 27.3.1 Members of the Fish and Wildlife Management Board shall serve as the trustees.

### **27.4.0 Trust Objective**

- 27.4.1 The objective of the Trust is to restore, enhance and protect Fish and Wildlife populations and their habitat in the Yukon so as to achieve the objectives of Chapter 16 - Fish and Wildlife.
- 27.4.2 The trustees may initiate, sponsor, fund, direct and carry out measures designed to achieve the objective in 27.4.1.

## **27.5.0 Initial Trust Capital**

27.5.1 The Yukon, Canada and the Yukon First Nations shall make contributions to the Trust as follows:

- 27.5.1.1 the contributions to the Trust by Canada shall consist of four equal annual payments, the sum of which shall equal the Adjusted Contribution;
- 27.5.1.2 the contribution to the Trust by the Yukon shall consist of four equal annual payments, the sum of which shall equal the Adjusted Contribution; and
- 27.5.1.3 the contribution to the Trust by the Yukon First Nations shall be,
  - (a) for the first annual payment, 10 percent of the Adjusted Contribution,
  - (b) for the second annual payment, 20 percent of the Adjusted Contribution, and
  - (c) for each of the third and the fourth annual payments, 35 percent of the Adjusted Contribution.

27.5.2 Canada, the Yukon and the Yukon First Nations shall make their first payments as soon as practicable after the effective date of Settlement Legislation.

27.5.3 Canada, the Yukon and the Yukon First Nations shall make the subsequent annual payments on the anniversary date of the effective date of Settlement Legislation.

## **27.6.0 General**

27.6.1 The Trust capital may be increased by gifts, donations, grants and other sources of funds.

27.6.2 No federal, territorial or municipal tax shall be paid by the Trust in respect of the payments received by the Trust under 27.5.0.

27.6.3 Subject to the terms of the agreement referred to in 27.6.7, no federal, territorial or municipal tax shall be paid by the Trust in respect of any income earned by the Trust.

27.6.4 Except for the reasonable costs of administering the Trust, all expenditures from the Trust shall be solely directed to the objectives of the Trust, and no monies for any other purpose shall be expended from the Trust capital.

- 27.6.5 Subject to the terms of the agreement referred to in 27.6.7, the Trust shall be deemed to be a charitable organization for purposes of granting receipts to Persons making gifts to the Trust.
- 27.6.6 Expenditures from the Trust are not intended to duplicate or replace Government expenditures on Fish or Wildlife management.
- 27.6.7 Prior to the effective date of Settlement Legislation, the parties to the Umbrella Final Agreement shall enter into an agreement to give effect to the Trust.





## **CHAPTER 28 - IMPLEMENTATION AND TRAINING FOR SETTLEMENT IMPLEMENTATION**

### **28.1.0 Objectives**

28.1.1 The objectives of this chapter are as follows:

- 28.1.1.1 to establish a process and fund for the implementation of Settlement Agreements;
- 28.1.1.2 to promote the participation of Yukon Indian People in the implementation of Settlement Agreements;
- 28.1.1.3 to establish timely and effective implementation of the Settlement Agreements to ensure that Yukon First Nations benefit from Settlement Legislation and Yukon First Nation Final Agreements;
- 28.1.1.4 to assist Yukon Indian People to take full advantage of the Settlement Agreements to strengthen their communities;
- 28.1.1.5 to establish implementation plans that foster the socio-economic development and prosperity of Yukon Indian People;
- 28.1.1.6 to ensure that Yukon Indian People receive training in order to participate effectively in opportunities arising from and associated with the implementation of Settlement Agreements; and
- 28.1.1.7 to provide a trust fund for training which may be directed towards meeting training priorities identified by Yukon First Nations and established in the training plan.

### **28.2.0 Implementation Planning Fund**

- 28.2.1 Canada shall pay to the Council for Yukon Indians, as soon as practicable after the effective date of Settlement Legislation, \$0.5 Million (1990 dollars) to pay for the costs of Yukon First Nations in the development of implementation plans.
- 28.2.2 The indexation of the Implementation Planning Fund value from 1990 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.

### **28.3.0 Implementation Plans**

- 28.3.1 There shall be an implementation plan developed for the Umbrella Final Agreement by the parties to the Umbrella Final Agreement and an implementation plan for each Yukon First Nation Final Agreement developed by Government and that Yukon First Nation.
- 28.3.2 The Umbrella Final Agreement implementation plan and Yukon First Nation Final Agreement implementation plans shall identify:
- 28.3.2.1 the specific activities and projects required to implement the Settlement Agreements;
  - 28.3.2.2 the economic opportunities for Yukon Indian People resulting from the Settlement Agreements;
  - 28.3.2.3 the responsibility for specific activities and projects, the time frames, the costs and which party or parties will bear the costs;
  - 28.3.2.4 an information strategy to enhance community and general public awareness of the Settlement Agreements and the implementation plans;
  - 28.3.2.5 a process to monitor and evaluate implementation and to amend implementation plans; and
  - 28.3.2.6 means by which the implementation of Yukon First Nation Final Agreements and the implementation of Yukon First Nation self-government agreements shall be coordinated.
- 28.3.3 The Umbrella Final Agreement implementation plan shall identify:
- 28.3.3.1 measures for dealing with the implementation interests of each Yukon First Nation which has yet to conclude negotiation of its Yukon First Nation Final Agreement;
  - 28.3.3.2 implementation tasks that are common to all Yukon First Nation Final Agreements;
  - 28.3.3.3 Legislation required to give effect to Settlement Agreements;
  - 28.3.3.4 the impact of Settlement Agreements on all new or existing Government regulatory regimes;
  - 28.3.3.5 Government programs which should be modified to assist in the implementation of the Settlement Agreements; and



- 28.3.3.6 resources and means, within the budgets existing from time to time, relating to effective, efficient and environmentally sound Salmon enhancement in the Yukon.
- 28.3.4 All implementation plans shall be governed by principles of accountability and economy.
- 28.3.5 The parties negotiating an implementation plan shall consider including in the implementation plan funding which allows each board listed in 2.12.1 to provide its members with:
- 28.3.5.1 cross-cultural orientation and education;
  - 28.3.5.2 other training directed to improving members' ability to carry out their responsibilities; and
  - 28.3.5.3 facilities to allow board members to carry out their responsibilities in their traditional languages.
- 28.3.6 Notwithstanding 28.9.1, any funding included in an implementation plan pursuant to 28.3.5 shall be a charge on Government.
- 28.3.7 The parties negotiating an implementation plan shall consider including in the implementation plan provisions for jointly informing members of each board listed in 2.12.1 of the purposes of that board.

#### **Umbrella Final Agreement Implementation Plan**

- 28.3.8 The parties to the Umbrella Final Agreement implementation plan shall be Canada, the Yukon and the Council for Yukon Indians acting on its own behalf and on behalf of the Yukon First Nations.
- 28.3.9 The negotiators of the Umbrella Final Agreement implementation plan shall initial an agreement in principle for the implementation plan prior to ratification of the Umbrella Final Agreement by the Yukon First Nations.
- 28.3.10 The Umbrella Final Agreement implementation plan shall be approved by the Council for Yukon Indians before the approval of Government is sought.
- 28.3.10.1 Approval of the Umbrella Final Agreement implementation plan by Canada shall be sought at the same time as ratification of the Umbrella Final Agreement.
- 28.3.11 Each Yukon First Nation, upon the ratification of its Yukon First Nation Final Agreement, shall be deemed to have:

- 28.3.11.1 ratified the Umbrella Final Agreement implementation plan, and all actions taken or to be taken pursuant to that implementation plan by the Council for Yukon Indians on behalf of that Yukon First Nation, including but not limited to any acknowledgements or releases by the Council for Yukon Indians that Government has, or, upon the carrying out of certain tasks set out in the implementation plan, will have satisfied its particular obligations arising from the Umbrella Final Agreement to that Yukon First Nation or the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement; or
- 28.3.11.2 if the Umbrella Final Agreement implementation plan has not then been completed, delegated authority to enter into the Umbrella Final Agreement implementation plan on its behalf to the Council for Yukon Indians, which may include acknowledgements or releases by the Council for Yukon Indians that Government has, or, upon the carrying out of certain tasks set-out in the implementation plan, will have satisfied its particular obligations arising from the Umbrella Final Agreement to that Yukon First Nation or the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement; and
- 28.3.11.3 delegated to the Council for Yukon Indians the authority to provide subsequent acknowledgements or releases to Government in respect of obligations of Government arising from the Umbrella Final Agreement implementation plan to the Yukon First Nation and the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement.

#### **Yukon First Nation Final Agreement Implementation Plan**

- 28.3.12 The parties to a Yukon First Nation Final Agreement implementation plan shall be the Yukon First Nation, Canada and the Yukon.
- 28.3.13 Each Yukon First Nation, upon ratification of its Yukon First Nation Final Agreement, shall be deemed to have:
  - 28.3.13.1 ratified its Yukon First Nation Final Agreement implementation plan, or if its Yukon First Nation Final Agreement implementation plan has not then been completed, delegated authority to enter into its Yukon First Nation Final Agreement implementation plan to a Yukon First Nation entity named in its Yukon First Nation Final Agreement; and

- 28.3.13.2 delegated to a Yukon First Nation entity named in the Yukon First Nation Final Agreement the authority to provide acknowledgements or releases to Government in respect of the obligations of Government to the Yukon First Nation and the Yukon Indian People enrolled in that Yukon First Nation's Final Agreement arising from the Yukon First Nation Final Agreement.

#### **Specific Provision**

- 28.3.13.3 The Chief and Council is the Yukon First Nation entity referred to in 28.3.13.1 and 28.3.13.2.

### **28.4.0 Implementation Planning Working Groups**

- 28.4.1 Implementation plans shall be prepared by Implementation Planning Working Groups.
- 28.4.2 For the Umbrella Final Agreement implementation plan, there shall be an Implementation Planning Working Group which shall be established no later than June 1, 1990, consisting of one representative appointed by Canada, one representative appointed by the Yukon and two representatives appointed by Yukon First Nations.
- 28.4.3 For each Yukon First Nation implementation plan, there shall be an Implementation Planning Working Group which shall consist of one representative appointed by Canada, one representative appointed by the Yukon and two representatives of a Yukon First Nation, one of whom may be a Yukon First Nation representative from the Umbrella Final Agreement Implementation Planning Working Group.
- 28.4.4 The Implementation Planning Working Group members may retain the advice of other persons or technical expertise as required.
- 28.4.5 If the Implementation Planning Working Group is unable to reach agreement on a particular issue, that issue shall be referred to the parties nominating the representatives of that Implementation Planning Working Group for resolution.
- 28.4.6 To the extent practicable:
- 28.4.6.1 the work of the Umbrella Final Agreement Implementation Planning Working Group shall be carried out in the Yukon; and



28.4.6.2 the work of each Implementation Planning Working Group for Yukon First Nation Final Agreements shall be carried out in the community of the affected Yukon First Nation.

28.4.7 Funding for Yukon First Nation administrative support and for participation of Yukon Indian People and Yukon First Nations in Implementation Planning Working Groups for the Umbrella Final Agreement and Yukon First Nation Final Agreements shall be provided by the Implementation Planning Fund.

28.4.8 Implementation plans shall be attached to but not form part of Settlement Agreements and they shall be a contract between the affected parties, except to the extent set out in the plan.

28.4.9 Upon initialling of the Umbrella Final Agreement, Government will investigate its ability to provide funding for the development of implementation plans for the period between initialling of the Umbrella Final Agreement and the establishment of the Implementation Planning Fund.

#### **28.5.0 Yukon First Nation Implementation Fund**

28.5.1 The Council for Yukon Indians shall establish a Yukon First Nation Implementation Fund as soon as practicable after the effective date of Settlement Legislation.

28.5.2 The Yukon First Nation Implementation Fund shall be administered either as a charitable trust, a Settlement Corporation or other legal entity.

28.5.3 The objectives of the Yukon First Nation Implementation Fund shall be:

28.5.3.1 to support Yukon First Nations to establish the entities required for a Yukon First Nation to carry out its responsibilities in implementing the Umbrella Final Agreement and a Yukon First Nation Final Agreement; and

28.5.3.2 to support a Yukon First Nation and a Yukon Indian Person to take full advantage of the opportunities, including economic opportunities, arising from the Umbrella Final Agreement and a Yukon First Nation Final Agreement.

28.5.4 As soon as practicable after the effective date of Settlement Legislation, Canada shall provide \$4.0 Million (1990 dollars) to the Council for Yukon Indians, as initial capital for the establishment of the Yukon First Nation Implementation Fund.

- 28.5.5 No federal, territorial or municipal tax shall be paid by the Council for Yukon Indians in respect of the payments received by the Council for Yukon Indians under 28.5.4.
- 28.5.6 No federal, territorial or municipal tax shall be paid by the Yukon First Nation Implementation Fund in respect of the payments received by the Fund under 28.5.4.
- 28.5.7 The indexation of the Yukon First Nation Implementation Fund value from 1990 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.

#### **28.6.0 Training Trust**

- 28.6.1 A Training Trust (the "Trust") having the objective set out in 28.6.4 shall be established by the parties to the Umbrella Final Agreement.
- 28.6.2 Prior to the effective date of Settlement Legislation, Canada, the Yukon and the Council for Yukon Indians shall enter into an agreement to give effect to the Trust.
- 28.6.3 The members of the Training Policy Committee or their designates shall serve as the trustees.
- 28.6.4 The objective of the Trust shall be to advance the training of Yukon Indian People in accordance with the training plan approved under 28.8.1.
- 28.6.5 As soon as practicable after the effective date of Settlement Legislation, Government shall contribute \$6.5 Million (1988 dollars) to the Trust as follows:
- 28.6.5.1 the Yukon \$3.25 Million; and
- 28.6.5.2 Canada \$3.25 Million.
- 28.6.6 The indexation of the Trust value from November 1, 1988 to the effective date of Settlement Legislation shall be based on the appropriate Treasury Board policy governing spending commitments.
- 28.6.7 Except for reasonable costs associated with the administration of the Trust, all expenditures from the Trust shall be directed toward training of Yukon Indian People in accordance with the training plan approved under 28.8.1.
- 28.6.8 No federal, territorial or municipal tax shall be paid by the Trust in respect of the payments received by the Trust under 28.6.5.

- 28.6.9 Subject to the terms of the agreement referred to in 28.6.2, no federal, territorial or municipal tax shall be paid by the Trust in respect of any income earned by the Trust.
- 28.6.10 The Trust capital may be increased by a donation, grant and other source of funds.
- 28.6.11 Subject to the terms of the agreement referred to in 28.6.2, the Trust shall be deemed to be a charitable organization for purposes of granting a receipt to a Person making a gift to the Trust.

#### **28.7.0 Training Policy Committee**

- 28.7.1 The Training Policy Committee ("the Committee") shall be established no later than July 1, 1990, consisting of five representatives, one representative nominated by Canada, one representative nominated by the Yukon, and three representatives nominated by the Council for Yukon Indians.
- 28.7.2 Government and the Council for Yukon Indians shall approve nominations for appointment to the Committee on or before the date of Government ratification of the Umbrella Final Agreement.
- 28.7.3 Government shall nominate representatives who are senior officials who have authority to represent Government in education and training matters.
- 28.7.4 The Committee shall:
- 28.7.4.1 establish training programs for Yukon Indian People;
  - 28.7.4.2 develop a training plan which addresses matters identified in the implementation plans;
  - 28.7.4.3 develop a work plan to be included in the Umbrella Final Agreement implementation plan;
  - 28.7.4.4 develop guidelines for expenditure of money from the Trust;
  - 28.7.4.5 expend the money in the Trust in accordance with the approved work plan;
  - 28.7.4.6 prepare an annual report to be delivered to the parties to the Umbrella Final Agreement; and
  - 28.7.4.7 establish consultative arrangements between Government and Yukon First Nations to ensure effective and economical integration of existing programs with new programs established by the training plan.



## **28.8.0 Training for Settlement Implementation**

- 28.8.1 The training plan developed by the Committee shall be submitted to Government and the Council for Yukon Indians for their review and approval prior to the effective date of Settlement Legislation.
- 28.8.2 The training plan shall identify specific training activities intended to meet the objectives of this chapter.
- 28.8.3 The training plan shall identify existing Government training programs which are available for training Yukon Indian People and shall, within existing budgets, propose modifications to those programs required to make them more responsive to training requirements identified under 28.8.2.
- 28.8.4 The training plan, to the extent practicable, shall reflect the training priorities established for implementation by the Implementation Planning Working Groups.
- 28.8.5 Each party shall pay its own expenses for participation in the Committee.

## **28.9.0 General**

- 28.9.1 Except as provided pursuant to 2.12.2.9 and 28.6.5, and except as may be provided pursuant to 28.3.5, Government shall have no obligation pursuant to any Settlement Agreement to fund training for Yukon Indian People.
- 28.9.2 Nothing in 28.9.1 shall be construed to limit the application of existing or future training programs which may be available for training Yukon Indian People.
- 28.9.3 Prior to ratification of the Umbrella Final Agreement by Yukon First Nations, Government shall investigate and report to the Council for Yukon Indians on its ability to fund the Training Trust as soon as possible after the date of ratification.
- 28.9.4 Any contribution made to the Trust pursuant to 28.9.3 shall be deducted from the Government contribution described in 28.6.5.
- 28.9.5 Nothing in this chapter shall be construed to affect the ability of a Yukon Indian Person to participate in and benefit from Government training programs existing from time to time.



## APPENDIX A - SETTLEMENT LAND DESCRIPTIONS

### 1.0 Definitions

In this appendix, the following definitions shall apply.

"Airport Zoning Controls" means land use regulations enacted pursuant to the Aeronautics Act, R.S.C. 1985, c. A-2 and in the absence of regulations, means such restrictions on the use and development of land as are required to meet the standards set out in a publication of the Air Navigation System Directorate, Department of Transport, Canada, titled "Land Use in the Vicinity of Airports" and bearing departmental reference TP1247, as amended from time to time.

"Integral Parcel Process" means the Special Condition set out in 3.3 of this appendix.

"Quarrying Right" means a right of Government to operate a Quarry identified under 18.2.2 or 18.2.5 in accordance with 18.2 and Laws which apply to Crown Land and includes a right of ingress and egress between a Quarry and a highway across Settlement Land and the right to construct, upgrade and maintain any roads required therefor, provided that if there is a road between a Quarry and a highway across Settlement Land Government's right of ingress and egress shall be limited to that road.

"Realigned Roadway" means that portion of a Major Highway on Settlement Land which, as a result of reconstruction and realignment of a Major Highway occurring prior to the Effective Date of this Agreement, ceases to be used as part of the Major Highway in fact, notwithstanding it remains a portion of a "highway" within the meaning of the Highway Act, R.S.Y. 2002, c. 108 until closed.

"Special Condition" means a right-of-way, easement, reservation, exception, restriction or special condition, whether an interest in land or not, which did not exist prior to the Effective Date of this Agreement.

"Specified Access Right" means:

- (a) unless otherwise provided in this appendix, a sixty metre wide right-of-way being thirty metres each side of the centre line of an existing highway; and
- (b) a right of Government to regulate the use of the right-of-way described in (a) as a highway and the use and operation of motor vehicles thereon in accordance with Laws which apply to lands under the administration and control of the Commissioner, and to maintain the right-of-way.



## **2.0 General**

- 2.1 The parties have made best effort to list, in the description of each Parcel, all rights-of-way, easements, reservations, exceptions, restrictions, and other interests, whether interests in land or not, which apply to that Parcel as of the Effective Date of this Agreement but the listing is for information only and does not limit the application of 5.4.2 to a Parcel.
- 2.2 The listing in the description of a Parcel of a right-of-way, easement, reservation, exception, restriction, or other interest, whether an interest in land or not, as an interest existing prior to the Effective Date of this Agreement is not a warranty that the interest is a valid, subsisting interest.
- 2.3 The maps and Parcel descriptions, including plans and map references where available, required by 5.3.1 and referred to in this appendix are comprised of:
  - 2.3.1 those Map Sheets and any inset sketches and other sketches which are set out in Appendix B - Maps, which forms a separate volume of this Agreement; and
  - 2.3.2 the specific descriptions for each Parcel set out in this appendix.
- 2.4 Unless otherwise provided in this appendix, references to Parcel identifiers, applications, reservations, notations, plans, rights-of-way, and easements in this appendix are references to Parcel identifiers, applications, reservations, notations, plans, rights-of-way and easements recorded in:
  - 2.4.1 the land records of the Northern Affairs Program - Department of Indian Affairs and Northern Development;
  - 2.4.2 the land records of the Lands Disposition and Client Services Branch - Department of Energy, Mines and Resources;
  - 2.4.3 the Land Titles Office;
  - 2.4.4 the Canada Lands Surveys Records, or
  - 2.4.5 the land records of the Agriculture Branch - Department of Energy, Mines and Resources,as the case may be.

2.5 The numbering system for interests recorded in the land records of the Northern Affairs Program - Department of Indian Affairs and Northern Development and Government of Yukon, Department of Energy, Mines and Resources are, as at the time of signing of this Agreement, in a process of change whereby the six zeros which have followed the quad number and preceded the three digit identifying number are being phased out. A reference in this appendix to an interest by either numbering system shall be deemed to include documents recorded under both numbering systems.

2.6 Unless otherwise provided in the description of a Parcel, where a road right-of-way forms a boundary of a Parcel, the following shall apply to the survey of that boundary:

2.6.1 if the road right-of-way has never been surveyed, the right-of-way for the road shall be centred upon the general centre line of the existing road alignment;

2.6.2 if the most recent survey of the right-of-way for the road is reflective of the existing road alignment, the boundaries of the right-of-way shall be adopted for the Parcel boundary; or

2.6.3 if the most recent survey of the right-of-way for the road is not reflective of the existing road alignment, or if the location of the surveyed right-of-way is not readily determinable, the survey of the Parcel shall create a new right-of-way fronting the Parcel centred upon the general centre line of the existing road alignment.

2.7 Unless otherwise provided in the description of a Parcel, a survey of a Parcel of Settlement Land pursuant to 15.2.1 of this Agreement shall effect a consolidation of all unsurveyed land and previously surveyed lots included in that Parcel.

### **3.0 Interests Referred to in 5.4.2.5**

3.1 A Special Condition shall be listed in 3.2 or in the description of a Parcel and the listing of a Special Condition creates that Special Condition.

3.2 Parcels are subject to the following Special Conditions:

3.2.1 unless otherwise provided in this appendix, all routes referred to in 6.3.1.2 include as part of the route a ten metre wide public right-of-way for the purposes stated in 6.3.1;

3.2.2 unless otherwise provided in this appendix, all roads and routes included in a Parcel of Developed Settlement Land are Undeveloped Settlement Land;

- 3.2.3 unless otherwise provided in this appendix, the boundaries of a right-of-way shall be located one half of the width of the right-of-way on either side of the general centre line of the road or route, and one half of the width of the right-of-way on each side of the proposed centre line of a future road or route;
- 3.2.4 unless otherwise provided in this appendix, all routes, roads and rights-of-way referred to in this appendix, including Specified Access Rights, are for the benefit of the general public and Persons and vehicles;
- 3.2.5 Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road or highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;
- 3.2.6 Government, upon ending its use of a haul road used as part of a Quarrying Right, shall, at the request of the Kwanlin Dun First Nation, rehabilitate Settlement Land used as part of that haul road;
- 3.2.7 Government has the right for the purposes of maintaining a road, route or right-of-way to which a Specified Access Right applies, to significantly alter Settlement Land to which that Specified Access Right applies with the consent of the Kwanlin Dun First Nation, or, failing consent, an order of the Surface Rights Board setting out terms and conditions of such significant alteration;
- 3.2.8 unless otherwise provided in this appendix, a Realigned Roadway is subject to a Specified Access Right;
- 3.2.9 Government may, following Consultation with the Kwanlin Dun First Nation, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be;
- 3.2.10 if Government closes a Realigned Roadway which connects a Major Highway to a reservation by notation in favour of the Northern Pipeline Agency, the Realigned Roadway shall be subject to a right of Foothills Pipe Lines (South Yukon) Ltd. to construct, upgrade and maintain a road to be used for the construction, operation and maintenance of a "pipeline" as defined in the Northern Pipeline Act, R.S.C. 1985 c. N - 26; and



- 3.2.11 Parcels will be subject to the temporary access corridors, permanent access corridors and reservations by notation as shown in the Alaska Highway Gas Pipeline Project (Yukon Section) Route Maps, Revised 88-07, prepared by Foothills Pipe Lines (South Yukon) Ltd. as if those corridors and reservations were reservations by notation for Northern Pipeline Agency within the meaning of 5.4.2 for the purposes of this Agreement and subject to the Northern Pipeline Act, R.S.C. 1985 c. N - 26.
- 3.3 Where a Parcel description provides that the Integral Parcel Process shall apply to one or more lots included in the Parcel for which a fee simple title is registered in the Land Titles Office, the following shall apply:
- 3.3.1 as soon as practicable after the Effective Date of this Agreement, the Kwanlin Dun First Nation shall take all necessary steps to remove from the register in the Land Titles Office the title to a specified lot and Government shall take all necessary steps to assist the Kwanlin Dun First Nation to that end;
- 3.3.2 the Kwanlin Dun First Nation shall not seek to register any instrument against or otherwise deal with the title to a specified lot so long as it is still registered in the Land Titles Office; and
- 3.3.3 the inclusion of a specified lot in the Parcel shall not be construed as an admission by Government that any aboriginal claims, rights, titles or interests in and to the specified lots which may have been abrogated by the prior grant by the Crown of fee simple title are or could be revived or re-created.
- 3.4 The Parcel descriptions for Parcels R-65B, C-1B and C-100B each list a Special Condition granting to the Ta'an Kwach'an Council a right, in addition to the access rights existing by virtue of 6.3.0 of this Agreement, which is conditional upon the Ta'an Kwach'an Council granting to the Kwanlin Dun First Nation the rights specified in this provision, which are in addition to the access rights existing by virtue of 6.3.0 of the Ta'an Kwach'an Council Final Agreement. The following are the access rights required, unless otherwise agreed by the Kwanlin Dun First Nation and the Ta'an Kwach'an Council:
- 3.4.1 a right, on a 15 metre right-of-way, to use, maintain, repair and upgrade the existing access road to Kwanlin Dun First Nation Parcel C-3B across Ta'an Kwach'an Council Parcel C-38B shown approximately by a line designated as Access Road 10 on Map Sheet 105 D/14 SE;
- 3.4.2 a right, on a 15 metre right-of-way, to use, maintain, repair and upgrade the existing access road to Kwanlin Dun First Nation Parcel C-140B across Ta'an Kwach'an Council Parcel C-86B shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/14 SE.

## Settlement Land Descriptions of the Kwanlin Dun First Nation

R-1A Category A, being the Parcel shown as R-1A on Map Sheets 105 D/9 and 105 D/10, dated February 19, 2005, having as a southerly boundary, in part, the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, as a northeasterly boundary, in part, the southwesterly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as West M'Clintock Road on Map Sheets 105 D/9 and 105 D/10,

including:

- a portion of the land described in Reservation No. 105D10-0000-00002;
- a portion of the land described in P.C. 1988-1505;

including, as Developed Settlement Land:

- the land designated as R-1A/D1 on Map Sheet 105 D/10, being the land described in Reservation No. 105D10-0000-00034 comprising Lot 1052, Quad 105 D/10, Plan 72064 CLSR, 89-59 LTO;
- the land designated as R-1A/D2, being the land described in Reservation No. 105D10-0000-00067 on Map Sheet 105 D/10;

not including:

- Lot 1018, Quad 105 D/10, Plan 67726 CLSR, 63729 LTO;
- Lot 1026, Quad 105 D/10, FN 70228;
- Lot 1, Quad 105 D/10, Plan 62940 CLSR, 49689 LTO;
- the land described in Reservation No. 105D10-0000-00017;
- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/10;
- the land shown as Powerline Right-of-Way on Plan 68360 CLSR, 66307 LTO;
- the land described in Reservation No. 105D10-0000-00072;
- Lot 1037, Quad 105 D/10, Plan 71256 CLSR, 88-041 LTO;

subject to:

- Easement No. 105D09-0000-00040;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/10;
- the easement described in Certificate of Title 84Y726;
- Reservation No. 105D10-0000-00019;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Conditions:

- the owner of Lot 1018, Quad 105 D/10, Plan 67726 CLSR, 63729 LTO shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line

- designated as Access Road 2 on Map Sheet 105 D/10;
- this Parcel shall be subject to the provisions of Schedule B - Land Exchange Reservation 105D10-0000-00017 and Access Road, attached to Chapter 9 of this Agreement,

having an area of approximately 23.0 square kilometres.

R-3A

Category A, being the Parcel shown as R-3A on Map Sheets 105 D/6, 105 D/7 and 105 D/10, dated February 19, 2005, having as a northerly boundary the southerly bank of Dugdale Creek and as a southerly boundary, in part, the northerly boundary of a 60 metre right-of-way for the road known as Alligator Lake Road and shown approximately by a line designated as Alligator Lake Road on Map Sheets 105 D/6 and 105 D/7,

including:

- a portion of the land described in Reservation No. 105D07-0000-00002;

including, as Developed Settlement Land:

- the land designated as R-3A/D1 on Map Sheet 105 D/7;

not including:

- Lot 1086, Quad 105 D/7, Plan 80713 CLSR, 97-0138 LTO;
- the right-of-way for the Canol No. 2 Pipeline as shown on Easement Plan 52847 CLSR, 27835 LTO;
- the right-of-way for the British Yukon Railway as shown on Plans 42259 and 42260 CLSR, 20934 and 20935 LTO;

subject to:

- Notation No. 105D10-0000-00059;
- Notation No. 105D07-0000-00082;
- Notation No. 105D07-0000-00083,

having an area of approximately 65.7 square kilometres.

R-4A

Category A, being the Parcel shown as R-4A on Map Sheet 105 D/11, dated February 19, 2005, having as an easterly boundary, in part, the westerly bank of Fish Creek and the westerly shore of Fish Lake, as a westerly boundary, in part, the easterly shore of Bonneville Lakes and as a northerly boundary, in part, the southerly boundary of a 60 metre right-of-way for the road known as Franklin Lake Road and shown approximately by a line designated as Franklin Lake Road on Map Sheet 105 D/11,

including:

- the land described in Reservation No. 105D11-0000-00055;

not including:



- the land shown cross-hatched as Sketch 1 on Inset Sketch 2 on Map Sheet 105 D/11;
- the bed of Franklin Lake;
- Lots 279 and 284, Group 804, Plan 41462 CLSR, 20325 LTO;
- the land described in Lease No. 105D11-0000-00076;
- Lot 440, Group 804, Plan 52286 CLSR, 27065 LTO;
- Lot 321, Group 804, Plan 43010 CLSR, 21899 LTO;

subject to:

- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/11;
- a 30 metre right-of-way for the road known as Bonneville Lakes Road and shown approximately by a line designated as Bonneville Lakes Road on Map Sheet 105 D/11;
- Water Licence No. H-Y85-02L, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Conditions:

- the holder of Lease No. 105D11-0000-00034, or any renewal or replacement thereof, shall have a right of access to travel over and make necessary stops on any portion of the Parcel not designated as Developed Settlement Land pursuant to 6.1.8 of this Agreement, for commercial purposes associated with the lessee's horseback trail riding and tour business with employees, clients and their equipment without the consent or payment of any fee or charge to the Kwanlin Dun First Nation subject to the conditions that there shall be no:
  - (a) significant damage to the Parcel or to improvements on the Parcel;
  - (b) mischief committed on the Parcel;
  - (c) significant interference with the use and peaceful enjoyment of the Parcel by the Kwanlin Dun First Nation; or
  - (d) compensation for damage other than significant damage;
- the holder of Lease No. 105D11-0000-00076, or any renewal or replacement thereof, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/11;
- the licensee under Water Licence Y-HY85-02L shall have a right of access on the Parcel to carry out activities required to meet the objects of the licence, subject to the conditions set out in 6.4.3.1, 6.4.3.2 and 6.4.3.3 of this Agreement,

having an area of approximately 58.5 square kilometres.

R-5A

Category A, being the Parcel shown as R-5A on Map Sheet 105 D/9, dated February 19, 2005, having as a westerly boundary, in part, the easterly boundary of a 60 metre right-of-way for the road known as M'Clintock Valley

Road and shown approximately by a line designated as M'Clintock Valley Road on Map Sheet 105 D/9, as a northerly boundary, in part, a line 30 metres perpendicularly distant southerly from the southerly bank of Michie Creek and as a southerly boundary, in part, the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including, as Developed Settlement Land:

- the land designated as R-5A/D1 on Map Sheet 105 D/9;

not including:

- Lot 1057, Quad 105 D/9, Plan 82793 CLSR, 99-0175 LTO;
- Lot 1030, Quad 105 D/9, Plan 73646 CLSR, 91-53 LTO;
- Lot 1024, Quad 105 D/9, Plan 69774 CLSR, 75790 LTO;
- the land described in P.C. 2001-1245;
- Lots 1053 and 1054, Quad 105 D/9, Plan 80945 CLSR, 98-50 LTO;
- Lot 1035, Quad 105 D/9, Plan 76802 CLSR, 95-05 LTO;
- Lot 1058, Quad 105 D/9, Plan 84051 CLSR, 2000-0200 LTO;
- Lot 1034, Quad 105 D/9, Plan 77637 CLSR, 95-40 LTO;
- Lot 1023, Quad 105 D/9, Plan 69462 CLSR, 74051 LTO;
- the land described in Application No. 7-3;
- Lot 1036, Quad 105 D/9, Plan 81160, CLSR, 98-64 LTO;
- Lot 1038, Quad 105 D/9, Plan 79044 CLSR, 96-92 LTO;
- the land described in Application No. 15485;

subject to:

- the easement described in Certificate of Title 84Y726;
- Reservation No. 105D09-0000-00024;
- Licence No. 105D09-0000-00062;
- Notation No. 105D09-0000-00051;
- Notation No. 105D09-0000-00052;
- Notation No. 105D09-0000-00053;
- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 105 D/9;
- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/9;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Conditions:

- a Quarrying Right for any Quarry established pursuant to 18.2.5.2(a) of this Agreement;
- a Specified Access Right shall apply on the 30 metre rights-of-way for the existing access roads shown approximately by lines designated as Access Road 1 and Access Road 2 on Map Sheet 105 D/9;
- Government shall have the right to repair and upgrade, on the 30 metre rights-of-way, the roads shown approximately by lines designated as

- Access Road 1 and Access Road 2 on Map Sheet 105 D/9;
- the Yukon Electrical Company Limited or its successors shall have the right to construct and maintain utility lines within the 30 metre rights-of-way for the roads shown approximately by lines designated as Access Road 1 and Access Road 2 on Map Sheet 105 D/9 upon the same terms and conditions as apply to utility lines on titled lands,

having an area of approximately 66.4 square kilometres.

R-7A Category A, being the Parcel shown as R-7A on Map Sheets 105 D/9 and 105 D/10, dated February 19, 2005, having as a northeasterly boundary the southwesterly shore of Marsh Lake and as a southwesterly boundary, in part, the northeasterly shore of an unnamed lake,

not including:

- the land shown as CTFN R-13A on Map Sheets 105 D/9 and 105 D/10;
- the land described in Agreement for Sale No. 105D10-0000-00068;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 6 on Map Sheet 105 D/10;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 7 on Map Sheet 105 D/10;

subject to the following Special Conditions:

- that portion of the Parcel shown cross-hatched on Map Sheets 105 D/9 and 105 D/10 shall be subject to 7.3 of Schedule B - Lewes Marsh Habitat Protection Area, attached to Chapter 10 of this Agreement;
- the holder of Agreement for Sale No. 105D10-0000-00068, or any renewal or replacement thereof, and the owner of Lot 1139, Quad 105 D/10, Plan 86801 CLSR, 2002-0265 LTO, shall each have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 6 on Map Sheet 105 D/10;
- the owner of Lot 1139, Quad 105 D/10, Plan 86801 CLSR, 2002-0265 LTO, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 7 on Map Sheet 105 D/10,

having an area of approximately 13.5 square kilometres.

R-8A Category A, being the Parcel shown as R-8A on Map Sheets 105 D/8 and



105 D/9, dated February 19, 2005, having as a southwesterly boundary the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a northwesterly boundary, in part, the southeasterly boundaries of a 30 metre right-of-way for the road known as Caribou Lake Road and shown approximately by a line designated as Caribou Lake Road on Map Sheet 105 D/9 and a 30 metre right-of-way for the existing access trail shown approximately by a line designated as Winter Tractor Trail on Map Sheet 105 D/9,

not including:

- the bed of Caribou Lake;
- Lot 1060, Quad 105 D/9, Plan 85462 CLSR, 2001-0269 LTO;
- the land shown as Sketch 4 on Map Sheet 105 D/9;

subject to:

- Reservation No. 105D09-0000-00022;
- Reservation No. 105D09-0000-00021;
- the easement described in Certificate of Title 84Y726;
- a 30 metre right-of-way for the road known as Caribou Lake Road and shown approximately by a line designated as Caribou Lake Road on Map Sheet 105 D/9;

subject to the following Special Condition:

- the owner of Lot 1060, Quad 105 D/9, Plan 85462 CLSR, 2001-0269 LTO shall have a right, on the 30 metre right-of-way, to maintain, repair and upgrade that portion of the existing road known as Caribou Lake Road and shown approximately by a line designated as Caribou Lake Road on Map Sheet 105 D/9 lying within Parcel R-8A,

having an area of approximately 20.3 square kilometres.

R-9A

Category A, being the Parcel shown as R-9A on Map Sheet 105 D/8, dated February 19, 2005, having as a westerly boundary the easterly shore of Marsh Lake, as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a northwesterly boundary, in part, the southeasterly boundary of a 30 metre right-of-way for the road known as Judas Creek Drive and shown approximately by a line designated as Judas Creek Drive on Map Sheet 105 D/8,

not including:

- the land described in P.C. 1982-0929;
- the land shown as CTFN S-102B on Map Sheet 105 D/8;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 7.2 square kilometres.

R-11B Category B, being the Parcel shown as R-11B on Map Sheet 115 A/8, dated February 19, 2005, having as westerly, northerly and easterly boundaries the easterly, southerly and westerly banks, respectively, of Primrose River,

subject to the following Special Condition:

- this Parcel shall be subject to 7.3 of Schedule A - Kusawa Park, attached to Chapter 10 of this Agreement;

provided that:

- no later than the date of signature of this Agreement, the Champagne and Aishihik First Nations and the Carcross/Tagish First Nation each provide the parties to this Agreement with a resolution consenting to the Parcel becoming Kwanlin Dun First Nation Settlement Land, failing which the Parcel shall not become Kwanlin Dun First Nation Settlement Land,

having an area of approximately 1.2 square kilometres.

R-12A Category A, being the Parcel shown as R-12A on Map Sheets 105 D/12, 105 D/13, 115 A/9 and 115 A/16, dated February 19, 2005, having as westerly and northwesterly boundaries the easterly and southeasterly banks, respectively, of Takhini River and as an easterly boundary, in part, the westerly bank of an unnamed creek,

not including:

- the land shown cross-hatched and designated as Jaws of Death on Map Sheet 115 A/9, having an area of approximately 2.0 hectares,

having an area of approximately 68.0 square kilometres.

R-14B Category B, being the Parcel shown as R-14B on Map Sheet 105 D/13, dated February 19, 2005, having as northerly and westerly boundaries the southerly and easterly banks, respectively, of Takhini River and as a southerly boundary, in part, the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- a portion of the land described in P.C. 1985-1364;
- the land described in Application Nos. 4-2 and 4-3;
- a portion of the land described in Lease No. 660;

not including:

- Champagne and Aishihik First Nations Parcel S-62B1/D;
- Lot 1042, Quad 105 D/13, Plan 81391 CLSR, 98-81 LTO;
- the land shown cross-hatched as Sketch 1 on Map Sheet 105 D/13;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/13,

having an area of approximately 17.2 square kilometres.

R-16A Category A, being the Parcel shown as R-16A on Map Sheet 105 D/14, dated February 19, 2005, having as a northeasterly boundary, in part, the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway, as a northwesterly boundary the southeasterly bank of an unnamed creek and as an easterly boundary, in part, the westerly boundary of a 60 metre right-of-way for the road known as Old Alaska Highway and shown by a double line designated as Old Alaska Highway on Map Sheet 105 D/14,

including:

- a portion of the land described in P.C. 1986-1284;

including, as Developed Settlement Land:

- the land designated as R-16A/D1 on Inset Sketch on Map Sheet 105 D/14, being the land described in Reservation No. 105D14-0000-00049 comprising Lot 1166, Quad 105 D/14, Plan 71065 CLSR, 88-03 LTO;
- the land designated as R-16A/D2 on Inset Sketch on Map Sheet 105 D/14, being the land described in Reservation No. 105D14-0000-00086;

not including:

- Lots 1035, 1036 and Road, Quad 105 D/14, Plan 66333 CLSR, 57901 LTO;
- Lot 1252, Quad 105 D/14, Plan 74296 CLSR, 92-57 LTO;
- Lot 1318, Quad 105 D/14, Plan 76556 CLSR, 94-85 LTO;
- Ta'an Kwach'an Council Parcel S-56B1/D;

subject to:

- Licence No. 672;
- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 7 on Map Sheet 105 D/14;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 8 on Map Sheet 105 D/14;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 12 on Map Sheet 105 D/14;
- Licence No. 105D14-0000-00085;



- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 7 on Map Sheet 105 D/14;
- Government shall have a right, on a 30 metre right-of-way, to repair and upgrade the existing access road shown approximately by a line designated as Access Road 7 on Map Sheet 105 D/14;
- a Specified Access Right shall apply on the 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 8 on Map Sheet 105 D/14;
- Government shall have a right, on a 15 metre right-of-way, to repair and upgrade the existing access road shown approximately by a line designated as Access Road 8 on Map Sheet 105 D/14;
- the owner of Lot 1035, Quad 105 D/14, Plan 66333 CLSR, 57901 LTO, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 12 on Map Sheet 105 D/14;
- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel R-16A;
- at the request of the Kwanlin Dun First Nation, the Yukon will remove any structures and chattels that remain as of the Effective Date on that portion of the Parcel shown cross-hatched as Sketch 2 on Inset Sketch on Map Sheet 105 D/14,

having an area of approximately 12.2 square kilometres.

R-20B Category B, being the Parcel shown as R-20B on Map Sheet 105 D/7, dated February 19, 2005, having as a westerly boundary, in part, the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including:

- a portion of the land described in Reservation No. 105D02-0000-00033;

not including:

- the land described in P.C. 1987-1953;
- Lot 1056, Quad 105 D/7, Plan 72355 CLSR, 89-158 LTO;
- Lot 1085, Quad 105 D/7, Plan 79584 CLSR, 97-10 LTO,

having an area of approximately 2.3 square kilometres.

R-24A Category A, being the Parcel shown as R-24A on Map Sheet 105 D/9,

dated February 19, 2005, having as a westerly boundary, in part, the easterly bank of Byng Creek and as a southerly boundary, in part, the northerly shores of Fox Lake, Michie Lake and a line 30 metres perpendicularly distant northerly from the northerly bank of Michie Creek,

not including:

- the land described in Lease No. 105D09-0000-00035;

subject to:

- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Michie Lake Road on Map Sheet 105 D/9;
- a 60 metre right-of-way for the existing access road shown approximately by a line designated as Michie Lake Road Extension on Map Sheet 105 D/9;
- 15 metre rights-of-way for the existing access roads shown approximately by lines designated as Access Road 3 and Access Road 4 on Map Sheet 105 D/9;

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 30 metre right-of-way for the existing access road shown approximately by a line designated as Michie Lake Road on Map Sheet 105 D/9;
- Government shall have a right, on the 30 metre right-of-way, to maintain and upgrade the existing access road shown approximately by a line designated as Michie Lake Road on Map Sheet 105 D/9;
- a Specified Access Right shall apply on the 60 metre right-of-way for the existing access road shown approximately by a line designated as Michie Lake Road Extension on Map Sheet 105 D/9;
- Government shall have a right, on the 60 metre right-of-way, to maintain and upgrade the existing access road shown approximately by a line designated as Michie Lake Road Extension on Map Sheet 105 D/9;
- if Government reconstructs the existing access road shown approximately by a line designated as Michie Lake Road Extension on Map Sheet 105 D/9, the right-of-way shall thereafter be reduced from 60 metres to 30 metres on those portions which have been reconstructed;
- the holder of Lease No. 105D09-0000-00035, or any renewal or replacement thereof, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 3 on Map Sheet 105 D/9,

having an area of approximately 61.5 square kilometres.

R-25A      Category A, being the Parcel shown as R-25A on Map Sheet 105 D/7, dated February 19, 2005, having as northerly and easterly boundaries the southerly and westerly banks, respectively, of Watson River and as a

westerly boundary, in part, the easterly boundary of a 60 metre right-of-way for the road known as Annie Lake Road and shown approximately by a line designated as Annie Lake Road on Map Sheet 105 D/7,

including:

- the land described in Reservation No. 105D07-0000-00046, being Lot 1042, Quad 105 D/7, Plan 71243 CLSR, 88-26 LTO;

including as Developed Settlement Land:

- the land designated as R-25A/D1 on Map Sheet 105 D/7, being the land described in Reservation No. 105D07-0000-00046, comprising Lot 1042, Quad 105 D/7, Plan 71243 CLSR, 88-26 LTO;

not including:

- Lot 573, Group 804, Plan 57428 CLSR, 35541 LTO;
- Lot 1029, Quad 105 D/7, Plan 68883 CLSR, 69220 LTO;
- Lot 1001-3-3 and Road, Quad 105 D/7, Plan 71348 CLSR, 88-77 LTO;
- Lot 1001-2 Remainder, Quad 105 D/7, Plan 64633 CLSR, 52598 LTO;
- the land described in Application No. 401;
- the land shown as CTFN R-43B on Map Sheet 105 D/7;

subject to:

- Licence No. 105D07-0000-00091,

having an area of approximately 7.9 square kilometres.

R-26A Category A, being the Parcel shown as R-26A on Map Sheet 105 D/13, dated February 19, 2005, having as a southwesterly boundary the northeasterly boundary of a 60 metre right-of-way for the road known as Ibex Valley Road and shown approximately by a line designated as Ibex Valley Road on Map Sheet 105 D/13 and as a northerly boundary, in part, the southerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/13,

not including:

- the land described in P.C. 1999-1067;
- Lot 1038, Quad 105 D/13, Plan 80838 CLSR, 98-34 LTO, being Champagne and Aishihik First Nations Parcel S-155B1,

having an area of approximately 15.7 square kilometres.

R-27A Category A, being the Parcel shown as R-27A on Map Sheet 105 D/8, dated February 19, 2005, having as a southwesterly boundary, in part, the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway, as a southerly boundary the northerly bank of Judas



Creek and as a northerly boundary the southerly bank of an unnamed creek,

including:

- Lot 327, Group 804, Plan 42981 CLSR, 21883 LTO;

not including:

- the land described in Reservation No. 105D08-0000-00009;
- the land described in P.C. 1987-1769;
- the land described in Reservation No. 105D08-0000-00097;
- Lot 1101, Quad 105 D/8, Plan 80781 CLSR, 98-01 LTO;
- the land shown as CTFN S-80B on Map Sheet 105 D/8;

subject to:

- the easement described in Certificate of Title 84Y726;
- Licence No. 105D08-0000-00117;
- Reservation No. 105D08-0000-00044;
- Reservation No. 105D08-0000-00045;
- Reservation No. 105D08-0000-00046;
- unless otherwise agreed by the Kwanlin Dun First Nation and the Carcross/Tagish First Nation, a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 105 D/8;

subject to the following Special Conditions:

- this Parcel shall be subject to the provisions of Schedule C - Land Exchange Reservation 105D08-0000-00097, attached to Chapter 9 of this Agreement;
- the Carcross/Tagish First Nation shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 105 D/8,

having an area of approximately 46.2 square kilometres.

R-28A Category A, being the Parcel shown as R-28A on Map Sheet 105 D/9, dated February 19, 2005, having as a westerly boundary, in part, the easterly bank of M'Clintock River, as an easterly boundary, in part, the westerly boundary of a 60 metre right-of-way for the road known as M'Clintock Valley Road and shown approximately by a line designated as M'Clintock Valley Road on Map Sheet 105 D/9 and as a northerly boundary a line 30 metres perpendicularly distant southerly from the southerly bank of Michie Creek,

including, as Developed Settlement Land:

- the land designated as R-28A/D1 on Map Sheet 105 D/9, being the land described in Reservation No. 105D09-0000-00043;

not including:

- the land described in Reservation No. 105D09-0000-00001;
- the land described in Application No. 15485;
- Lot 1034, Quad 105 D/9, Plan 77367 CLSR, 95-40 LTO;
- Lot 1037, Quad 105 D/9, Plan 77873 CLSR, 95-110 LTO;
- the land shown cross-hatched as Sketch 3 on Map Sheet 105 D/9;
- the land described in Application No. 7-3;

subject to the following Special Condition:

- a Quarrying Right for any Quarry established pursuant to 18.2.5.2(a) of this Agreement,

having an area of approximately 11.3 square kilometres.

R-29B

Category B, being the Parcel shown as R-29B on Map Sheet 105 D/9, dated February 19, 2005, having as a southerly boundary, in part, a line 30 metres perpendicularly distant northerly from the northerly bank of Michie Creek, as a westerly boundary the easterly bank of M'Clintock River, as a northeasterly boundary the southwesterly boundary of a 30 metre right-of-way for an existing access trail shown approximately by a line designated as M'Clintock Lakes Trail on Map Sheet 105 D/9 and as an easterly boundary, in part, the westerly boundary of a 60 metre right-of-way for the existing road known as M'Clintock Valley Road and shown approximately by a line designated as M'Clintock Valley Road on Map Sheet 105 D/9,

including as Developed Settlement Land:

- the land designated as R-29B/D1 on Map Sheet 105 D/9;

not including:

- the land described in Application No. 15485;

subject to the following Special Condition:

- notwithstanding 3.2.3 of this Appendix, the 30 metre right-of-way for the M'Clintock Lakes Trail shall be re-routed so that the existing cabins shall be included in Parcel R-29B,

having an area of approximately 23.9 square kilometres.

R-30A

Category A, being the Parcel shown as R-30A on Map Sheets 105 D/6 and 105 D/7, dated February 19, 2005, having as a northerly boundary the southerly bank of Watson River, as an easterly boundary, in part, the westerly boundary of a 60 metre right-of-way for the road known as Annie Lake Road and shown approximately by a line designated as Annie Lake Road on Map Sheet 105 D/7, as a southeasterly boundary, in part, the northwesterly boundary of a 60 metre right-of-way for the road known as Old Annie Lake Road and shown approximately by a line designated as Old

Annie Lake Road on Map Sheets 105 D/6 and 105 D/7 and as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as Red Ridge Road and shown approximately by a line designated as Red Ridge Road on Map Sheet 105 D/6,

not including:

- Lot 1082, Quad 105 D/7, Plan 76461 CLSR, 94-73 LTO;

subject to:

- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 4 on Map Sheet 105 D/6,

having an area of approximately 11.3 square kilometres.

R-31A

Category A, being the Parcel shown as R-31A on Map Sheets 105 D/6 and 105 D/7, dated February 19, 2005, having as a northerly boundary, in part, the southerly boundary of a 60 metre right-of-way for the road known as Red Ridge Road and shown approximately by a line designated as Red Ridge Road on Map Sheet 105 D/6, as an easterly boundary, in part, the westerly boundary of a 60 metre right-of-way for the road known as Annie Lake Road and shown approximately by a line designated as Annie Lake Road on Map Sheets 105 D/6 and 105 D/7, as a northeasterly boundary, the southwesterly boundary of a 60 metre right-of-way for the road known as Old Annie Lake Road and shown approximately by a line designated as Old Annie Lake Road on Map Sheets 105 D/6 and 105 D/7 and as a southerly boundary the northerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/6,

including as Developed settlement Land:

- the land designated as R-31A/D1 on Map Sheet 105 D/6;

not including:

- Lots 1000 and 1001, Quad 105 D/6, Plan 64562 CLSR, 53100 LTO;
- the land described in Reservation No. 105D07-0000-00041;
- the land shown as Sketch 1 on Map Sheet 105 D/7;
- the land shown as CTFN R-4A on Map Sheets 105 D/6 and 105 D/7;

subject to:

- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Map Sheet 105 D/6;

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 30 metre right-of-way for the existing access road shown approximately by a line designated as



Access Road 3 on Map Sheet 105 D/6;

- Government shall have the right to repair and upgrade, on the 30 metre right-of-way, the road shown approximately by a line designated as Access Road 3 on Map Sheet 105 D/6,

having an area of approximately 6.3 square kilometres.

R-33B Category B, being the Parcel shown as R-33B on Map Sheet 105 D/10, dated February 19, 2005, having as a southwesterly boundary, in part, the northeasterly boundary of a 30 metre right-of-way for the road known as the CCC Road and shown approximately by a line designated as CCC Road on Map Sheet 105 D/10,

not including:

- the land described in P.C. 1970-1448;
- the land described in Licence No. 105D10-0000-00025,

having an area of approximately 1.2 square kilometres.

R-37B Category B, being the Parcel shown as R-37B on Map Sheet 105 D/5, dated February 19, 2005, having as a southerly boundary the northerly bank of an unnamed creek, as a northerly boundary the southerly boundary of a 15 metre right-of-way for the existing access trail shown approximately by a line designated as Fish/Mud/Rose Trail on Map Sheet 105 D/5 and as a westerly boundary the easterly shore of Rose Lake,

subject to the following Special Condition:

- this Parcel shall be subject to 7.3 of Schedule A - Kusawa Park, attached to Chapter 10 of this Agreement,

having an area of approximately 1.0 square kilometre.

R-38A Category A, being the Parcel shown as R-38A on Map Sheet 105 D/6, dated February 19, 2005, having as a westerly boundary the easterly boundary of a 60 metre right-of-way for the road known as Watson River Road and shown approximately by a line designated as Watson River Road on Map Sheet 105 D/6,

including:

- Lots 115 to 120 inclusive, Group 6 MC, Plan 55084 CLSR, FB 13855;
- Lot 99, Group 754, Plan 54244 CLSR, 10200 LTO;

subject to the following Special Condition:

- the Integral Parcel Process shall apply to Lot 99, Group 754, Plan 54244 CLSR, 10200 LTO,

having an area of approximately 11.3 square kilometres.

R-40A Category A, being the Parcel shown as R-40A on Map Sheet 105 D/11, dated February 19, 2005, having as a northwesterly boundary the southeasterly boundary of a 60 metre right-of-way for the road known as Fish Lake Road and shown approximately by a line designated as Fish Lake Road on Map Sheet 105 D/11,

including, as Developed Settlement Land:

- the land designated as R-40A/D1 on Map Sheet 105 D/11, being the land described in Reservation No. 105D11-0000-00060;

not including:

- the land described in P.C. 1970-1448;

subject to the following Special Condition:

- a Quarrying Right for any Quarry identified pursuant to 18.2.5.2(a) of this Agreement,

having an area of approximately 8.6 square kilometres.

R-43A Category A, being the Parcel shown as R-43A on Map Sheet 105 D/9, dated February 19, 2005, having as a southerly boundary the northerly boundaries of a 30 metre right-of-way for the existing access trail shown approximately by a line designated as Winter Tractor Trail on Map Sheet 105 D/9 and a 30 metre right-of-way for the road known as Caribou Lake Road and shown approximately by a line designated as Caribou Lake Road on Map Sheet 105 D/9,

subject to:

- Reservation No. 105D09-0000-00021,

having an area of approximately 5.2 square kilometres.

R-44A Category A, being the Parcel shown as R-44A on Map Sheet 105 D/9, dated February 19, 2005, having as a southerly boundary a line 30 metres perpendicularly distant northerly from the northerly bank of Michie Creek, as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as M'Clintock Valley Road and shown approximately by a line designated as M'Clintock Valley Road on Map Sheet 105 D/9 and as an easterly boundary the westerly bank of Byng Creek,

not including:

- the land described in Application No. 15485,

having an area of approximately 8.2 square kilometres.

R-47A Category A, being the Parcel shown as R-47A on Map Sheets 105 D/6 and 105 D/7, dated February 19, 2005, having as a northerly boundary, in part, the southerly boundary of a 60 metre right-of-way for the road known as Alligator Lake Road and shown approximately by a line designated as Alligator Lake Road on Map Sheets 105 D/6 and 105 D/7, as a southerly boundary the northerly bank of Watson River and as a westerly boundary the easterly bank of Two Horse Creek,

not including:

- Lot 1077, Quad 105 D/7, Plan 76503 CLSR, 94-90 LTO;
- a 60 metre right-of-way for the road known as Watson River Road and shown approximately by a line designated as Watson River Road on Map Sheet 105 D/6;
- the land shown cross-hatched as Sketch 2 on Map Sheet 105 D/7;

subject to:

- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 4 on Map Sheets 105 D/6 and 105 D/7,

having an area of approximately 11.7 square kilometres.

R-48A Category A, being the Parcel shown as R-48A on Map Sheet 105 D/6, dated February 19, 2005, having as an easterly boundary the westerly boundary of a 60 metre right-of-way for the road known as Alligator Lake Road and shown approximately by a line designated as Alligator Lake Road on Map Sheet 105 D/6, as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as Watson River Road and shown approximately by a line designated as Watson River Road on Map Sheet 105 D/6 and as a westerly boundary the easterly bank of Two Horse Creek,

having an area of approximately 0.1 square kilometre.

R-49B Category B, being the Parcel shown as R-49B on Map Sheet 105 D/10, dated February 19, 2005, having as an easterly boundary the westerly boundary of a 30 metre right-of-way for the road known as CCC Road and shown approximately by a line designated as CCC Road on Map Sheet 105 D/10 and as a northerly boundary, in part, the southerly shore of Pancake Lake,

not including:

- Lot 1082, Quad 105D/10, Plan 75589 CLSR, 93-149 LTO,



having an area of approximately 0.4 square kilometre.

R-55B Category B, being the Parcel shown as R-55B on Map Sheets 105 E/2 and 105 E/7, dated February 19, 2005, having as a southwesterly boundary the northeasterly bank of Teslin River and as a southeasterly boundary, in part, the northwesterly boundary of a 60 metre right-of-way for the existing road known as Livingstone Trail and shown approximately by a line designated as Livingstone Trail on Map Sheets 105 E/2 and 105 E/7,

not including:

- the land shown cross-hatched as Sketch 1 on Map Sheet 105 E/2, having an area of approximately 25.0 hectares,

having an area of approximately 16.0 square kilometres.

R-57A Category A, being the Parcel shown as R-57A on Map Sheet 105 E/12, dated February 19, 2005, having as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway and as a westerly boundary, in part, the easterly shore of Little Braeburn Lake,

not including:

- Lot 1002, Quad 105 E/12, Plan 83258 CLSR, 2000-0039 LTO, being Little Salmon/Carmacks First Nation Parcel S-74B1;
- the area shown as Road on Plan 87681 CLSR, 2003-0099 LTO;

subject to:

- Easement No. 105K03-0000-00001,

having an area of approximately 0.8 square kilometre.

R-59B Category B, being the Parcel shown as R-59B on Map Sheet 105 E/1, dated February 19, 2005, having as a southerly boundary, in part, the northerly bank of Boswell River, as a westerly boundary, in part, the easterly bank of Teslin River and as a northerly boundary, in part, the southerly bank of Indian River,

not including:

- Ta'an Kwach'an Council Parcel S-32B1,

having an area of approximately 16.3 square kilometres.

R-60B Category B, being the Parcel shown as R-60B on Map Sheet 105 D/10, dated February 19, 2005, having as a northerly boundary the southerly

boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- the land described in Reservation No. 105D10-0000-00048;
- a portion of the land described in Reservation No. 105D10-0000-00065;

not including:

- Lot 1063, Quad 105 D/10, Plan 72336 CLSR, 89-134 LTO;
- Lot 1034, Quad 105 D/10, Plan 70216 CLSR, 78163 LTO;

subject to:

- Easement No. 105D09-0000-00040;
- the easement described in Certificate of Title 84Y726;
- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 4 on Map Sheet 105 D/10;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 5 on Map Sheet 105 D/10;

subject to the following Special Conditions:

- the owner of Lot 1063, Quad 105 D/10, Plan 72336 CLSR, 89-134 LTO, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 4 on Map Sheet 105 D/10;
- the owner of Lot 1034, Quad 105 D/10, Plan 70216 CLSR, 78163 LTO, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 5 on Map Sheet 105 D/10,

having an area of approximately 0.8 square kilometre.

R-62A

Category A, being the Parcel shown as R-62A on Map Sheets 115 A/9 and 115 A/16, dated February 19, 2005, having as an easterly boundary, in part, the westerly bank of Takhini River and as a westerly boundary the easterly boundary of a 60 metre right-of-way for the road known as Kusawa Lake Road and shown approximately by a line designated as Kusawa Lake Road on Map Sheets 115 A/9 and 115 A/16,

including, as Developed Settlement Land:

- the land designated as R-62A/D1 on Inset Sketch on Map Sheet 115 A/9, including the land described in Reservation No. 115A16-0000-

00008, being Lot 1002, Quad 115 A/16, Plan 71066 CLSR, 88-04 LTO;

not including:

- Lot 1016, Quad 115A/16, being Champagne and Aishihik First Nations Parcel S-235B1;

subject to:

- Reservation No. 115A09-0000-00009;

subject to the following Special Conditions:

- a Quarrying Right for Reservation No. 115A09-0000-00009 and for any Quarry identified pursuant to 18.2.5.2(a) of this Agreement;
- unless otherwise agreed by the Kwanlin Dun First Nation and the Champagne and Aishihik First Nations, at the request of the Champagne and Aishihik First Nations, the Kwanlin Dun First Nation shall identify a route across this Parcel for a 15 metre right-of-way to provide reasonable access to Lot 1016, Quad 115A/9, being Champagne and Aishihik First Nations Parcel S-235B1, and shall grant to the Champagne and Aishihik First Nations a right to construct, use, maintain, repair and upgrade an access road on the identified right-of-way,

having an area of approximately 9.9 square kilometres.

R-65B Category B, being the Parcel shown as R-65B on Map Sheet 105 E/2, dated February 19, 2005, having as a northerly boundary the southerly bank of Teslin River and as a northwesterly boundary, in part, the southeasterly boundary of a 60 metre right-of-way for the road known as Livingstone Trail and shown approximately by a line designated as Livingstone Trail on Map Sheet 105 E/2,

not including:

- Ta'an Kwach'an Council Parcel S-193B1;

subject to the following Special Condition:

- unless otherwise agreed by the Kwanlin Dun First Nation and the Ta'an Kwach'an Council, at the request of the Ta'an Kwach'an Council, the Kwanlin Dun First Nation shall identify a route across this Parcel for a 15 metre right-of-way to provide reasonable access to Ta'an Kwach'an Council Parcel S-193B1, and shall grant to the Ta'an Kwach'an Council a right to construct, use, maintain, repair and upgrade an access road on the identified right-of-way, conditional upon the Ta'an Kwach'an Council granting to the Kwanlin Dun First Nation the access rights specified in 3.4 of this appendix,

having an area of approximately 20.4 square kilometres.



R-66B Category B, being the Parcel shown as R-66B on Map Sheets 105 D/15 and 105 D/16, dated February 19, 2005, having as an easterly boundary, in part, the westerly shores of M'Clintock Lakes and the westerly bank of M'Clintock River,

not including:

- Ta'an Kwach'an Council Parcel S-151B1;
- Ta'an Kwach'an Council Parcel S-152B1;
- Ta'an Kwach'an Council Parcel S-182B1,

having an area of approximately 39.2 square kilometres.

R-68A Category A, being the Parcel shown as R-68A on Map Sheet 105 D/14, dated February 19, 2005, having as a northerly boundary, in part, the southerly bank of Takhini River, as a westerly boundary, in part, the easterly bank of an unnamed creek, as a southerly boundary, in part, the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as an easterly boundary, in part, the westerly bank of another unnamed creek,

including:

- a portion of the land described in Application No. 1999-0195;
- a portion of the land described in Application No. 1999-0206;

not including:

- Lot 1291, Quad 105 D/14, Plan 75595 CLSR, 93-153 LTO;
- Lot 1309, Quad 105 D/14, Plan 76043 CLSR, 94-35 LTO;
- Lot 1277, Quad 105 D/14, Plan 75063 CLSR, 93-55 LTO;
- Lot 1295, Quad 105 D/14, Plan 75815 CLSR, 93-180 LTO;
- Lot 1157, Quad 105 D/14, Plan 71051 CLSR, 85163 LTO;
- Lot 1333, Quad 105 D/14, Plan 79203 CLSR, 96-118 LTO;
- Lot 1332, Quad 105 D/14, Plan 78794 CLSR, 96-59 LTO;
- Lot 1321, Quad 105 D/14, Plan 77670 CLSR, 95-75 LTO;
- the land described in P.C. 1986-1284;

subject to:

- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 9 on Map Sheet 105 D/14;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of future utility lines;

subject to the following Special Condition:

- the owners of Lot 1291, Quad 105 D/14, Plan 75595 CLSR, 93-153 LTO, and Lot 1309, Quad 105 D/14, Plan 76043 CLSR, 94-35 LTO shall each have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line

designated as Access Road 9 on Map Sheet 105 D/14,

having an area of approximately 7.5 square kilometres.

R-69B Category B, being the Parcel shown as R-69B on Map Sheets 105 E/11 and 105 E/14, dated February 19, 2005, having as a westerly boundary the easterly shore of Claire Lake,

having an area of approximately 1.7 square kilometres.

R-70A Category A, being the Parcel shown as R-70A on Map Sheet 105 D/9, dated February 19, 2005, having as a westerly boundary the easterly boundary of a 30 metre right-of-way for the existing access trail shown approximately by a line designated as M'Clintock Lakes Trail on Map Sheet 105 D/9, as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as M'Clintock Valley Road and shown approximately by a line designated as M'Clintock Valley Road on Map Sheet 105 D/9 and as an easterly boundary the westerly boundary of a 30 metre right-of-way for the existing access trail shown approximately by a line designated as Byng Creek Trail on Map Sheet 105 D/9,

subject to the following Special Conditions:

- this Parcel is to be adjusted pursuant to 15.6.2 of this Agreement by adjustment of the northerly boundary of this Parcel, consistent with 9.4.0 of this Agreement, so that the total surveyed area of Category A Settlement Land of the Kwanlin Dun First Nation is 250 square miles;
- notwithstanding 3.2.3 of this Appendix, the 30 metre right-of-way for the M'Clintock Lakes Trail shall be re-routed so that the existing cabins shall be included in Parcel R-29B,

having an area of approximately 31.2 square kilometres.

R-71B Category B, being the Parcel shown as R-71B on Map Sheet 105 E/1, dated February 19, 2005, having as a northerly boundary, in part, the southerly bank of Boswell River and as a southwesterly boundary, in part, the northeasterly bank of Teslin River,

not including:

- the land shown cross-hatched as Sketch 1 on Map Sheet 105 E/1;
- Ta'an Kwach'an Council Parcel S-43B1,

having an area of approximately 15.4 square kilometres.

R-72B Category B, being the Parcel shown as R-72B on Map Sheets 105 E/2 and

105 E/7, dated February 19, 2005, having as a southerly boundary the northerly bank of Teslin River and as a northwesterly boundary, in part, the southeasterly boundary of a 60 metre right-of-way for the road known as Livingstone Trail and shown approximately by a line designated as Livingstone Trail on Map Sheets 105 E/2 and 105 E/7,

not including:

- the land shown cross-hatched as Sketch 1 on Map Sheet 105 E/2, having an area of approximately 25.0 hectares;
- Ta'an Kwach'an Council Parcel S-22B1,

having an area of approximately 10.1 square kilometres.

R-73A Category A, being the Parcel shown as R-73A on Map Sheet 105 E/12, dated February 19, 2005, having as a westerly boundary the easterly boundary of a 60 metre right-of-way for the road known as Dawson Road and shown approximately by a line designated as Dawson Road on Map Sheet 105 E/12 and as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

not including:

- Lot 1001, Quad 105 E/12, Plan 86849 CLSR, 2003-0031 LTO, being Little Salmon/Carmacks First Nation Parcel R-49B,

having an area of approximately 1.5 square kilometres.

R-74A Category A, being the Parcel shown as R-74A on Map Sheet 105 D/13, dated February 19, 2005, having as a southwesterly boundary the northeasterly bank of Ibex River and as a northerly boundary the southerly bank of Takhini River,

not including:

- the land described in Reservation No. 105D13-0000-00040,

having an area of approximately 4.2 square kilometres.

R-75A Category A, being the Parcel shown as R-75A on Map Sheet 105 D/11, dated February 19, 2005, having as a southeasterly boundary, in part, the northwesterly boundary of a 60 metre right-of-way for the road known as Fish Lake Road and shown approximately by a line designated as Fish Lake Road on Map Sheet 105 D/11 and as a southerly boundary, in part, the northerly boundary of a 60 metre right-of-way for the road known as Louise Lake Road and shown approximately by a line designated as Louise Lake Road on Map Sheet 105 D/11 and the northerly boundary of the 60



metre right-of-way for the road known as Franklin Lake Road and shown approximately by a line designated as Franklin Lake Road on Map Sheet 105 D/11,

including:

- the land described in Reservation No. 105D11-0000-00025, being Lot 513, Group 804, Plan 53519 CLSR, 29337 LTO;

including, as Developed Settlement Land:

- the land designated as R-75A/D1 on Map Sheet 105 D/11, being the land described in Reservation No. 105D11-0000-00062;

not including:

- Lots 280, 281 and 282, Group 804, Plan 41462 CLSR, 20325 LTO;
- Lot 1100, Quad 105 D/11, Plan 75138 CLSR, 93-77 LTO;
- the land shown as Road on Plan 50394 CLSR, 24094 LTO;
- Lot 1157, Quad 105 D/11, Plan 81932 CLSR, 98-155 LTO;
- Lot 1087, Quad 105 D/11, Plan 74288 CLSR, 93-77 LTO;
- the bed of Louise Lake;
- the land described in Lease No. 105D11-0000-00076;

subject to:

- the easement described in Certificate of Title 84Y726;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/11;
- Water Licence Y-HY85-02L, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Conditions:

- the Kwanlin Dun First Nation may re-route that portion of the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/11 lying within R-75A/D1 as follows:
  - 1) the Kwanlin Dun First Nation shall Consult the Yukon regarding the proposed re-routing of the road;
  - 2) the Kwanlin Dun First Nation shall be responsible for the costs of constructing any re-routed portion of the road;
  - 3) the re-routed portion of the road shall be constructed to a standard comparable to the portions of the existing road within the remainder of R-75A;
  - 4) construction of the portion of the road to be re-routed shall not result in any temporary closure of the existing road;
  - 5) any re-routed portions of the road shall continue to connect with the portions of the existing road lying within the remainder of R-75A;
  - 6) upon the completion of the construction of any re-routed portion of the road in accordance with this Special Condition a 15 metre right-of-way shall apply to the re-routed portion of this road and shall not apply to those portions of the existing road which were re-routed;

- a Specified Access Right shall apply on the 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/11, provided that if the portion of the road lying within R-75A/D1 is re-routed in accordance with the preceding Special Condition, the Specified Access Right shall thereafter apply on the road as re-routed;
- Government shall have the right to repair and upgrade, on the 15 metre right-of-way, the road shown approximately by a line designated as Access Road on Map Sheet 105 D/11, provided that,
  - 1) if the portion of the road lying within R-75A/D1 is re-routed in accordance with the first Special Condition, this right shall thereafter apply on the road as re-routed; and
  - 2) if that portion of the road lying within R-75A/D1 is not re-routed by the Kwanlin Dun First Nation then any repair or upgrading shall avoid the existing buildings and campground within R-75A/D1;
- a Quarrying Right for any Quarry identified pursuant to 18.2.5.2(a) of this Agreement;
- the licensee under Water Licence Y-HY85-02L shall have a right of access on the Parcel to carry out activities required to meet the objects of the licence, subject to the conditions set out in 6.4.3.1, 6.4.3.2 and 6.4.3.3 of this Agreement,

having an area of approximately 11.9 square kilometres.

R-76A Category A, being the Parcel shown as R-76A on Map Sheet 105 D/6, dated February 19, 2005, having as a northwesterly boundary the southeasterly bank of Watson River and as a southeasterly boundary the northwesterly boundary of a 60 metre right-of-way for the road known as Watson River Road and shown approximately by a line designated as Watson River Road on Map Sheet 105 D/6,

having an area of approximately 0.4 square kilometre.

R-77B Category B, being the Parcel shown as R-77B on Map Sheet 105 D/9, dated February 19, 2005, having as a northerly boundary the southerly boundary of a right-of-way for the Major Highway known as the Alaska Highway, as a westerly boundary, in part, the easterly bank of M'Clintock River, as an easterly boundary, the westerly boundary of a 30 metre right-of-way for the road known as South M'Clintock Road and shown approximately by a line designated as South M'Clintock Road on Map Sheet 105 D/9 and as a southerly boundary the northerly boundary of a 30 metre right-of-way for the road known as River Road and shown approximately by a line designated as River Road on Map Sheet 105 D/9,

including, as Developed Settlement Land:

- the land designated as R-77B/D1 on Map Sheet 105 D/9;

not including:

- Lot 1051, Quad 105 D/9, Plan 81284 CLSR, 98-70 LTO;
- the land shown as Road on Plan 87416 CLSR, 2003-0066 LTO;
- Lot 1065, Quad 105 D/9, Plan 84549 CLSR, 2001-0043 LTO;

subject to:

- Water Licence HY99-010, recorded in the offices of the Yukon Territory Water Board;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;
- 3 metre rights-of-way for the existing trails shown approximately by lines designated as Trail on Map Sheet 105 D/9,

having an area of approximately 0.7 square kilometre.

R-78B Category B, being the area shown as R-78B on Inset Sketch on Map Sheet 105 D/10, dated February 19, 2005, having as a southwesterly boundary the northeasterly shore of Marsh Lake and as a northerly boundary, in part, the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including, as Developed Settlement Land:

- the land designated as R-78B/D1 on Inset Sketch on Map Sheet 105 D/10;
- the land designated as R-78B/D2 on Inset Sketch on Map Sheet 105 D/10;

not including:

- Lot 1032, Quad 105 D/10, Plan 70070 CLSR, 77370 LTO;
- Lot 455, Group 804, Plan 51538 CLSR, 26016 LTO;
- the road known as North McLintock Road shown as Road on Plan 51538 CLSR, 26016 LTO and Access Road on Plan 50382 CLSR, 24066 LTO;
- the land subject to the easement described in Certificate of Title 84Y726;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- Licence No. 105D10-0000-00024;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of approximately 1.0 square kilometre.

R-79B Category B, being the Parcel shown as R-79B on Map Sheet 105 D/13,



dated February 19, 2005, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including, as Developed Settlement Land:

- the land designated as R-79B/D1 on Map Sheet 105 D/13;

not including:

- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Gravel Pit Access Road on Map Sheet 105 D/13;
- the land described in Lease No. 576,

having an area of approximately 0.7 square kilometre.

R-80A Category A, being the Parcel shown as R-80A on Map Sheets 115 A/9 and 115 A/16, dated February 19, 2005, having as a northerly boundary, in part, the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as an easterly boundary, in part, the westerly boundary of a 60 metre right-of-way for the road known as Kusawa Lake Road and shown approximately by a line designated as Kusawa Lake Road on Map Sheets 115 A/9 and 115 A/16,

including:

- Lot 1005 Remainder, Quad 115 A/16, Plan 73995 CLSR, 92-06 LTO;
- Lot 1003 Remainder, Quad 115 A/16, Plan 71066 CLSR, 88-04 LTO;

not including:

- Lot 1005-1, Quad 115 A/16, Plan 74490 CLSR, 92-97 LTO;
- Lot 63, Group 803, Plan 52219 CLSR, 26913 LTO;
- Lots 1012 and 1017, Quad 115A/16, Plan 83648 CLSR, 2000-0136 LTO, being Champagne and Aishihik First Nations Parcels S-118B1 and S-248B1 respectively;
- Lot 1037, Quad 115 A/16, Plan 87229 CLSR, 2003-0130 LTO, being Champagne and Aishihik First Nations Parcel S-205B1;
- Lots 1013 and 1020, Quad 115A/16, Plan 81499 CLSR, 98-105 LTO, being Champagne and Aishihik First Nations Parcels S-171B1 and S-332B1 respectively;
- Champagne and Aishihik First Nations Parcel S-317B1/D;
- the land described in Agreement for Sale No. 115A16-0000-00006;
- the land shown cross-hatched as Sketch 1 on Map Sheet 115 A/9;

subject to:

- Lease No. G/L 1122;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 115 A/16;

- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 115 A/16;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Inset Sketch on Map Sheet 115 A/9;

subject to the following Special Conditions:

- upon the request of the Kwanlin Dun First Nation, the Yukon and the Kwanlin Dun First Nation shall enter into negotiations and attempt to reach agreement under 6.1.2 of this Agreement as to whether those portions of the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 115 A/16 lying within the Parcel will be re-routed;
- a Quarrying Right for any Quarry identified pursuant to 18.2.5.2(a) of this Agreement;
- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 40899 CLSR, 22311 LTO lying within Parcel R-80A;
- the owner of Lot 1005-1, Quad 115 A/16, Plan 74490 CLSR, 92-97 LTO shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 115 A/16;
- the holder of Agreement for Sale No. 115A16-0000-00006, or any renewal or replacement thereof, and the Champagne and Aishihik First Nations shall each have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 115 A/16, provided that if the road is re-routed in accordance with the first Special Condition, the right shall thereafter apply on the road as re-routed;
- the Champagne and Aishihik First Nations shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 3 on Inset Sketch on Map Sheet 115 A/9,

having an area of approximately 33.0 square kilometres.

R-81B Category B, being the Parcel shown as R-81B on Map Sheets 105 D/12 and 105 D/13, dated February 19, 2005, having as a northerly boundary the southerly banks of Takhini River and Ibex River and as a westerly boundary, in part, the easterly bank of an unnamed creek,

subject to:

- the easement described in Certificate of Title 84Y726,

having an area of approximately 138.4 square kilometres.

R-82B Category B, being the Parcel shown as R-82B on Map Sheet 105 D/10, dated February 19, 2005, having as a southerly boundary, in part, the northerly bank of the Yukon River and as a westerly boundary, in part, the easterly shore of Cantlie Lake and a 60 metre right-of-way for the existing access road shown approximately by a line designated as Cantlie Lake Trail on Map Sheet 105 D/10,

including:

- a portion of Lots 195 and 196, Group 804, Plan 54003 CLSR, 10974 LTO;
- a portion of the land described in Reservation No. 105D10-0000-00002;

not including:

- Lots 1037 and 1038, Quad 105 D/10, Plan 71256 CLSR, 88-041 LTO;

subject to:

- the easement described in Certificate of Title 84Y726;
- Reservation No. 105D10-0000-00019;
- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Condition:

- this Parcel is to be adjusted pursuant to 15.6.2 of this Agreement by adjustment of a portion of the northeasterly boundary of this Parcel, consistent with 9.4.0 of this Agreement, so that the total surveyed area of Category B Settlement Land and Fee Simple Settlement Land of the Kwanlin Dun First Nation and the land retained pursuant to 4.1.1.1(a) of this Agreement is 152.62 square miles,

having an area of approximately 48.8 square kilometres.

R-83A Category A, being the Parcel shown as R-83A on Map Sheet 105 D/16, dated February 19, 2005, having as a southwesterly boundary the northeasterly bank of Teslin River and as a northeasterly boundary the southwesterly shore of Baker Lake and the southwesterly bank of an unnamed creek,

having an area of approximately 8.4 square kilometres.

S-1B/D Proposed Site Specific Settlement Land, being the area shown as S-1B/D at Rat Lake, on Map Sheet 105 D/5, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-1B1/D,

not including:



- a 60 metre right-of-way for the existing access trail shown approximately by a line designated as Fish/Mud/Rose Trail on Map Sheet 105 D/5, having an area of approximately 0.5 hectare.

S-2B Proposed Site Specific Settlement Land, being the area shown as S-2B, near Fish Creek, on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-2B1, having an area of approximately 1.0 hectare.

S-4B Proposed Site Specific Settlement Land, being the area shown as S-4B, at the Yukon River, on Map Sheet 105 E/10, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-4B1,

not including:

- Lot 12, Group 8, Plan 54226 CLSR;
- the land described in Reservation No. 105E10-0000-00004,

having an area of approximately 2.0 hectares.

S-6B/D Proposed Site Specific Settlement Land, being the area shown as S-6B/D on Inset Sketch 2 on Map Sheet 105 D/11, dated February 19, 2005, having as a westerly boundary the easterly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Inset Sketch 2 on Map Sheet 105 D/11, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which buildings and building remnants are located, to be known as S-6B1/D,

not including:

- Lot 372, Group 804, Plan 50384 CLSR, 24063 LTO;
- the land shown as Roads on Plan 50384 CLSR, 24063 LTO;

subject to the following Special Condition:

- notwithstanding 3.2.3 of this appendix, the 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Inset Sketch 2 on Map Sheet 105 D/11 shall be offset as necessary to ensure that the buildings and building remnants shall be included in the Parcel,

having an area of approximately 1.0 hectare.

S-8B Proposed Site Specific Settlement Land, being the area shown as S-8B, at Coal Lake, on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-8B1,

not including:

- the land described in Lease No. 105D11-0000-00033;
- the land described in Reservation No. 105D11-0000-00066,

having an area of approximately 2.0 hectares.

S-12B/D Proposed Site Specific Settlement Land, being the area shown as S-12B/D on Inset Sketch on Map Sheet 105 D/14, dated February 19, 2005, having as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as Old Alaska Highway and shown approximately by a double line designated as Old Alaska Highway on Inset Sketch on Map Sheet 105 D/14, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-12B1/D,

including:

- the land described in Reservation No. 105D14-0000-00090;

subject to:

- Licence No. 672;

subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-12B1/D,

having an area of approximately 35.0 hectares.

S-13B/D Proposed Site Specific Settlement Land, being the area shown as S-13B/D on Inset Sketch on Map Sheet 105 D/14, dated February 19, 2005, having as a northerly boundary, the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a southwesterly boundary, in part, the northeasterly boundary of a 60 metre right-of-way for the road known as Old Alaska Highway and shown approximately by a double line designated as Old Alaska Highway on Inset Sketch on Map Sheet 105 D/14, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-13B1/D,

including:

- the land described in Reservation No. 105D14-0000-00079;

- the land described in Reservation No. 105D14-0000-00080;

not including:

- Lot 1200, Quad 105 D/14, Plan 72196 CLSR, 89-107 LTO;
- the land shown cross-hatched as Sketch 1 on Inset Sketch on Map Sheet 105 D/14;

subject to:

- Licence No. 105D14-0000-00087;
- Licence No. 105D14-0000-00088;

subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-13B1/D,

having an area of approximately 36.0 hectares.

**S-15B** Proposed Site Specific Settlement Land, being the area shown as S-15B, at Scout Lake, on Map Sheet 105 D/14, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which cabin remnants are located, to be known as S-15B1,

including:

- a portion of the land described in Reservation No. 105D14-0000-00007;

not including:

- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 6 on Map Sheet 105 D/14,

having an area of approximately 1.0 hectare.

**S-16B** Proposed Site Specific Settlement Land, being the area shown as S-16B, on an unnamed island in Marsh Lake, on Map Sheet 105 D/9, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-16B1,

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 2.0 hectares.

**S-17B/D** Proposed Site Specific Settlement Land, being the area shown as S-17B/D,



at Marsh Lake, on Inset Sketch on Map Sheet 105 D/9, dated February 19, 2005, having as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-17B1/D,

not including:

- Lot 18, Mile 884, Plan 51042 CLSR, 24877 LTO;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;
- a 15 metre right-of-way for the existing access road as shown approximately by a line designated as Access Road on Inset Sketch on Map Sheet 105 D/9 unless otherwise agreed by the Kwanlin Dun First Nation and the Yukon pursuant to 6.1.2 of this Agreement;

subject to the following Special Condition:

- the owner of Lot 18, Mile 884, Plan 51042 CLSR, 24877 LTO, shall have a right, on the 15 metre right-of-way, to use, maintain, repair and upgrade the existing access road as shown approximately by a line designated as Access Road on Inset Sketch on Map Sheet 105 D/9 unless otherwise agreed by the Kwanlin Dun First Nation and the Yukon pursuant to 6.1.2 of this Agreement,

having an area of approximately 2.0 hectares.

S-19B Proposed Site Specific Settlement Land, being the area shown as S-19B on Inset Sketch on Map Sheet 105 D/8, dated February 19, 2005, having as a southerly boundary, in part, the northerly boundary of a 15 metre right-of-way for the existing access road shown approximately by a line designated as Lots Access Road on Inset Sketch on Map Sheet 105 D/8 and as a northeasterly boundary the southwesterly boundary of the Major Highway known as the Alaska Highway, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-19B1,

not including:

- the land described in P.C. 1982-0929;
- the land shown as CTFN S-415B on Inset Sketch on Map Sheet 105 D/8;

subject to:

- Licence No.105D08-0000-00113,

having an area of approximately 7.2 hectares.

- S-20B/D Proposed Site Specific Settlement Land, being the area shown as S-20B/D on Map Sheet 105 D/9, dated February 19, 2005, having as a westerly boundary the easterly boundary of a 30 metre right-of-way for an existing access trail shown approximately by a line designated as Byng Creek Trail on Map Sheet 105 D/9, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-20B1/D,
- having an area of approximately 1.0 hectare.
- S-23B Proposed Site Specific Settlement Land, being the area shown as S-23B on Map Sheet 105 E/6, dated February 19, 2005, having as a northerly boundary the southerly bank of Four Mile Creek, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-23B1,
- not including:
- Ta'an Kwach'an Council Parcel R-6B,
- having an area of approximately 2.0 hectares.
- S-25B Proposed Site Specific Settlement Land, being the area shown as S-25B, at the Yukon River, on Map Sheet 105 E/10, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-25B1,
- not including:
- Ta'an Kwach'an Council Parcel S-5B1,
- having an area of approximately 2.0 hectares.
- S-26B Proposed Site Specific Settlement Land, being the area shown as S-26B on Map Sheet 105 E/7, dated February 19, 2005, at the confluence of Miller Creek with Teslin River, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-26B1,
- having an area of approximately 2.0 hectares.
- S-31B/D Proposed Site Specific Settlement Land, being the area shown as S-31B/D on Map Sheet 105 D/10, dated February 19, 2005, having as a northerly boundary, in part, the southerly boundary of a 30 metre right-of-way for the road known as the CCC Road and shown approximately by a line designated as CCC Road on Map Sheet 105 D/10 and as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway, out of which shall be selected a Parcel of

Category B - Developed Settlement Land, on which improvements are located, to be known as S-31B1/D,

including:

- the land described in Reservation No. 105D10-0000-00058;
- a portion of the land described in Reservation No. 105D02-0000-00033;

not including:

- the land described in P.C. 1970-1448;

subject to:

- Licence No. 105D10-0000-00027,

having an area of approximately 6.0 hectares.

S-34B/D Proposed Site Specific Settlement Land, being the area shown as S-34B/D on Map Sheet 105 D/13, dated February 19, 2005, having as a westerly boundary the easterly boundary of a 60 metre right-of-way for the road known as Ibex Valley Road and shown approximately by a line designated as Ibex Valley Road on Map Sheet 105 D/13, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-34B1/D,

not including:

- Lot 1022, Quad 105 D/13, Plan 85182 CLSR, 2001-0246 LTO, being Champagne and Aishihik First Nations Parcel S-342B1,

having an area of approximately 2.0 hectares.

S-42B/D Proposed Site Specific Settlement Land, being the area shown as S-42B/D on Map Sheet 105 D/9, dated February 19, 2005, having as an easterly boundary the westerly shore of Marsh Lake, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-42B1/D,

including:

- the land described in Reservation No. 105D09-0000-00045;

not including:

- the road known as North McIntock Road shown as Access Road on Plan 50382 CLSR, 24066 LTO;
- the right-of-way for the Major Highway known as the Alaska Highway;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;



- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of approximately 1.5 hectares.

S-47B Proposed Site Specific Settlement Land, being the area shown as S-47B, at Frank Lake, on Map Sheet 105 E/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-47B1,

having an area of approximately 6.0 hectares.

S-48B Proposed Site Specific Settlement Land, being the area shown as S-48B on Map Sheet 105 D/7, having as an easterly boundary the westerly shore of Annie Lake, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-48B1,

not including:

- the land shown as CTFN S-14B on Map Sheet 105 D/7,

having an area of approximately 4.3 hectares.

S-56B/D Proposed Site Specific Settlement Land, being the area shown as S-56B/D on Inset Sketch on Map Sheet 105 D/7, dated February 19, 2005, having as an easterly boundary, in part, the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-56B1/D,

including:

- the land described in Reservation No. 105D07-0000-00079;
- a portion of the land described in Reservation No. 105D02-0000-00033;

not including:

- the right-of-way for the British Yukon Railway as shown on Plan 42259 CLSR, 20934 LTO;
- Lot 719, Group 804, Plan 60591 CLSR, 45259 LTO,

having an area of approximately 3.2 hectares.

S-58B/D Proposed Site Specific Settlement Land, being the area shown as S-58B/D, at Marsh Lake, on Map Sheet 105 D/8, dated February 19, 2005, having as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway, out of which shall be

selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-58B1/D,

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 0.5 hectare.

S-63B/D Proposed Site Specific Settlement Land, being the area shown as S-63B/D, at Fish Lake, on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which cabins are located, to be known as S-63B1/D,

subject to:

- Water Licence No. Y-HY85-02L, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 4.0 hectares.

S-64B Proposed Site Specific Settlement Land, being the area shown as S-64B, at No More Lake, on Map Sheet 105 E/12, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-64B1,

not including:

- the right-of-way for the Major Highway known as the Klondike Highway,

having an area of approximately 1.0 hectare.

S-69B Proposed Site Specific Settlement Land, being the area shown as S-69B, at an unnamed lake, on Map Sheet 105 E/12, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-69B1,

having an area of approximately 1.0 hectare.

S-70B Proposed Site Specific Settlement Land, being the area shown as S-70B on Map Sheet 105 E/5, dated February 19, 2005, having as a northwesterly boundary the southeasterly shore of Little Fox Lakes, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-70B1,

not including:

- Lot 1053, Quad 105 E/5, Plan 83254 CLSR, 2000-0035 LTO, being Little Salmon/Carmacks First Nation Parcel S-200B1;
  - the right-of-way for the Major Highway known as the Klondike Highway,
- having an area of approximately 1.0 hectare.

**S-71B** Proposed Site Specific Settlement Land, being the area shown as S-71B, near Fish Lake, on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-71B1,

having an area of approximately 3.0 hectares.

**S-72B** Proposed Site Specific Settlement Land, being the area shown as S-72B on Map Sheet 105 D/9, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-72B1,

including:

- a portion of the land described in Reservation No. 105D10-0000-00002;

not including:

- a 30 metre right-of-way for the existing access road shown approximately by a line designated as West M'Clintock Road on Map Sheet 105 D/9,

having an area of approximately 6.0 hectares.

**S-77B** Proposed Site Specific Settlement Land, being the area shown as S-77B on Map Sheet 105 D/14, dated February 19, 2005, being Lot 299 Remainder, Group 804, Plan 42301 CLSR, 20993 LTO, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-77B1,

having an area of 22.73 hectares, more or less.

**S-78B** Proposed Site Specific Settlement Land, being the area shown as S-78B, at Old John Lake, on Map Sheet 105 E/5, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-78B1,

not including:

- Lot 1051, Quad 105 E/5, Plan 85252 CLSR, 2002-0047 LTO, being Little Salmon/Carmacks First Nation Parcel S-181B1,

having an area of approximately 2.0 hectares.



S-79B/D Proposed Site Specific Settlement Land, being the area shown as S-79B/D on Map Sheet 105 D/7, dated February 19, 2005, having as a westerly boundary, in part, the easterly boundary of a 60 metre right-of-way for the road known as Annie Lake Road and shown approximately by a line designated as Annie Lake Road on Map Sheet 105 D/7 and as an easterly boundary the westerly shore of Annie Lake, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which buildings are located, to be known as S-79B1/D,

including:

- the land described in Reservation No. 105D07-0000-00080;

not including:

- a 30 metre right-of-way for the existing road known as Old Annie Lake Road and shown approximately by a line designated as Old Annie Lake Road on Map Sheet 105 D/7;

subject to the following Special Condition:

- notwithstanding 3.2.3 of this Appendix, the 30 metre right-of-way for the existing road known as Old Annie Lake Road and shown approximately by a line designated as Old Annie Lake Road on Map Sheet 105 D/7 shall be offset as necessary to ensure that the existing cabin shall be included in the Parcel,

having an area of approximately 0.7 hectare.

S-80B/D Proposed Site Specific Settlement Land, being the area shown as S-80B/D, at the Yukon River, on Map Sheet 105 D/10, dated February 19, 2005, having as an easterly boundary the westerly boundary of a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Map Sheet 105 D/10, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin and fish camp are located, to be known as S-80B1/D,

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- the easement described in Certificate of Title 84Y726,

having an area of approximately 2.5 hectares.

S-81B Proposed Site Specific Settlement Land, being the area shown as S-81B on Inset Sketch on Map Sheet 105 D/7, dated February 19, 2005, having as a southerly boundary the northerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access

Road on Inset Sketch on Map Sheet 105 D/7, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-81B1,

including:

- a portion of the land described in Reservation No. 105D02-0000-00033;

not including:

- the land described in Licence No. 105D07-0000-00022;
- the land described in Licence No. 105D07-0000-00005,

having an area of approximately 3.0 hectares.

**S-82B** Proposed Site Specific Settlement Land, being the area shown as S-82B on Map Sheet 105 D/7, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-82B1,

including:

- a portion of the land described in Reservation No. 105D02-0000-00033;

not including:

- the land described in Licence No. 105D07-0000-00005,

having an area of approximately 4.0 hectares.

**S-99B** Proposed Site Specific Settlement Land, being the area shown as S-99B on Map Sheet 105 D/13, dated February 19, 2005, having as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a northerly boundary, in part, the southerly bank of Takhini River, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-99B1,

not including:

- the land described in Licence No. 105D13-0000-00052;
- Lot 1014, Quad 105 D/13, Plan 74556 CLSR, 92-106 LTO,

having an area of approximately 31.0 hectares.

**S-103B** Proposed Site Specific Settlement Land, being the area shown as S-103B, at Little Fox Lakes, on Map Sheet 105 E/5, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-103B1,

having an area of approximately 2.0 hectares.

S-104B Proposed Site Specific Settlement Land, being the area shown as S-104B, at No More Lake, on Map Sheet 105 E/12, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-104B1,

not including:

- Lot 1007, Quad 105 E/12, Plan 84360 CLSR, 2001-0066 LTO, being Little Salmon/Carmacks First Nation Parcel S-75B1;
- the right-of-way for the Major Highway known as the Klondike Highway,

having an area of approximately 2.0 hectares.

S-107B Proposed Site Specific Settlement Land, being the area shown as S-107B, at No More Lake, on Map Sheet 105 E/12, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-107B1,

not including:

- Lot 1009, Quad 105 E/12, Plan 84358 CLSR, 2001-0064 LTO, being Little Salmon/Carmacks First Nation Parcel S-52B1/D;
- the right-of-way for the Major Highway known as the Klondike Highway,

having an area of approximately 2.0 hectares.

S-117B Proposed Site Specific Settlement Land, being the area shown as S-117B, at Twin Lakes, on Map Sheet 105 E/12, dated February 19, 2005, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-117B1,

not including:

- Lot 1011, Quad 105 E/12, Plan 86848 CLSR, 2003-0030 LTO, being Little Salmon/Carmacks First Nation Parcel R-25B;
- the land described in Easement No. 105K03-0000-00001 as shown on Plan 70539 CLSR, 81518 LTO,

having an area of approximately 8.5 hectares.

S-118B Proposed Site Specific Settlement Land, being the area shown as S-118B, at Twin Lakes, on Map Sheet 105 E/12, dated February 19, 2005, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-118B1,

not including:

- Lot 1011, Quad 105 E/12, Plan 86848 CLSR, 2003-0030 LTO, being



Little Salmon/Carmacks First Nation Parcel R-25B,

having an area of approximately 3.4 hectares.

S-119B Proposed Site Specific Settlement Land, being the area shown as S-119B on Map Sheet 105 D/13, dated February 19, 2005, having as a southeasterly boundary the northwesterly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 105 D/13 and as a southwesterly boundary the northeasterly bank of Ibex River, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-119B1, having an area of approximately 2.0 hectares.

S-120B Proposed Site Specific Settlement Land, being the area shown as S-120B, at an unnamed lake, on Map Sheet 105 D/13, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-120B1,

not including:

- a 60 metre right-of-way for the road known as Ibex Valley Road and shown approximately by a line designated as Ibex Valley Road on Map Sheet 105 D/13,

having an area of approximately 2.0 hectares.

S-121B Proposed Site Specific Settlement Land, being the area shown as S-121B on Map Sheet 105 E/12, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-121B1,

not including:

- the land described in Easement No. 105K03-0000-00001 as shown on Plan 70539 CLSR, 81518 LTO,

having an area of approximately 4.0 hectares.

S-122B Proposed Site Specific Settlement Land, being the area shown as S-122B, at Marsh Lake, on Map Sheet 105 D/8, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-122B1,

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon

Territory Water Board,

having an area of approximately 8.0 hectares.

S-123B Proposed Site Specific Settlement Land, being the area shown as S-123B on Map Sheet 105 D/6, dated February 19, 2005, having as a southeasterly boundary the northwesterly bank of Two Horse Creek, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-123B1,

including:

- a portion of the land described in Reservation No. 105D06-0000-00001;

not including:

- a 60 metre right-of-way for the road known as Alligator Lake Road and shown approximately by a line designated as Alligator Lake Road on Map Sheet 105 D/6,

having an area of approximately 5.0 hectares.

S-127B Proposed Site Specific Settlement Land, being the area shown as S-127B on Map Sheet 105 D/6, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-127B1,

having an area of approximately 2.0 hectares.

S-138B/D Proposed Site Specific Settlement Land, being the area shown as S-138B/D, at Fish Lake, on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-138B1/D,

subject to:

- Water Licence No. Y-HY85-02L, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 2.0 hectares.

S-139B Proposed Site Specific Settlement Land, being the area shown as S-139B on Map Sheet 105 E/5, dated February 19, 2005, having as a northerly boundary the southerly shore of Little Fox Lakes and the southerly bank of an unnamed creek, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-139B1,

not including:

- Ta'an Kwach'an Council Parcel S-111B1,

having an area of approximately 15.0 hectares.

S-159B Proposed Site Specific Settlement Land, being the area shown as S-159B, at Twin Lakes, on Map Sheet 105 E/12, dated February 19, 2005, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-159B1,

not including:

- Lot 1012, Quad 105 E/12, Plan 84354 CLSR, 2001-0060 LTO, being Little Salmon/Carmacks First Nation Parcel R-50B,

having an area of approximately 1.7 hectares.

S-164B/D Proposed Site Specific Settlement Land, being the area shown as S-164B/D, at Marsh Lake, on Inset Sketch on Map Sheet 105 D/10, dated February 19, 2005, all of which shall be selected as a Parcel of Category B - Developed Settlement Land, on which grave sites are located, to be known as S-164B1/D,

including:

- the land described in Reservation No. 105D09-0000-00026, being Lot 373, Group 804, Plan 50382 CLSR, 24066 LTO;
- a portion of the land described in P.C. 1982-0929;

not including:

- the road known as North McLintock Road shown as Access Road on Plan 50382 CLSR, 24066 LTO;
- Lot 374, Group 804, Plan 50382 CLSR, 24066 LTO;
- Lot 1027, Quad 105 D/9, Plan 70083 CLSR, 77772 LTO;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 2.0 hectares.

S-166B Proposed Site Specific Settlement Land, being the area shown as S-166B on Map Sheet 105 D/9, dated February 19, 2005, having as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-166B1,



not including:

- Lot 1022, Quad 105 D/9, Plan 69446 CLSR, 73496 LTO;
- the land shown as CTFN S-286B on Map Sheet 105 D/9;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 4.5 hectares.

S-176B Proposed Site Specific Settlement Land, being the area shown as S-176B, on an unnamed island in Marsh Lake, on Map Sheet 105 D/9, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-176B1,

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 2.0 hectares.

S-179B Proposed Site Specific Settlement Land, being the area shown as S-179B, on an unnamed island in Marsh Lake, on Map Sheet 105 D/9, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-179B1,

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 2.0 hectares.

S-189B Proposed Site Specific Settlement Land, being the area shown as S-189B on Map Sheet 105 D/14, dated February 19, 2005, having as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-189B1,

subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-189B1,

having an area of approximately 8.0 hectares.

S-193B Proposed Site Specific Settlement Land, being the area shown as S-193B, at Lake Laberge, on Map Sheet 105 E/3, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-193B1,

not including:

- Ta'an Kwach'an Council Parcel S-147B1,

having an area of approximately 2.0 hectares.

S-198B Proposed Site Specific Settlement Land, being the area shown as S-198B, at Cabin Lake, on Map Sheet 105 D/8, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-198B1,

having an area of approximately 2.0 hectares.

S-206B/D Proposed Site Specific Settlement Land, being the area shown as S-206B/D, at Marsh Lake, on Map Sheet 105 D/9, dated February 19, 2005, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a fish camp and improvements are located, to be known as S-206B1/D,

including:

- the land described in Reservation No. 105D09-0000-00060;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 0.6 hectare.

S-214B/D Proposed Site Specific Settlement Land, being the area shown as S-214B/D on Inset Sketch on Map Sheet 105 D/7, dated February 19, 2005, having as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway, all of which shall be selected as a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-214B1/D,

including:

- the land described in Reservation No. 105D07-0000-00018;
- a portion of the land described in Reservation No. 105D02-0000-00033;

not including:

- the land described in Reservation No. 105D07-0000-00007;
- the right-of-way for the British Yukon Railway shown on Plan 42259 CLSR, 20934 LTO,

having an area of approximately 1.5 hectares.

S-239B Proposed Site Specific Settlement Land, being the area shown as S-239B on Map Sheet 105 D/9, dated February 19, 2005, having as a southwesterly boundary the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a northerly boundary the southerly bank of an unnamed creek, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-239B1,

not including:

- the land subject to the easement described in Certificate of Title 84Y726;

subject to:

- Easement No. 105D09-0000-00040 as shown on Plan 71660 CLSR, 88-156 LTO,

having an area of approximately 2.0 hectares.

S-244B/D Proposed Site Specific Settlement Land, being the area shown as S-244B/D, at Fish Lake, on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-244B1/D,

including:

- all or a portion of the land described in Reservation No. 105D11-0000-00074;

subject to:

- Water Licence No. Y-HY85-02L, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 2.0 hectares.

S-248B Proposed Site Specific Settlement Land, being the area shown as S-248B on Map Sheet 105 D/7, dated February 19, 2005, having as a northeasterly boundary the southwesterly shore of Annie Lake, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-248B1,

including:



- the land described in Reservation No. 105D07-0000-00093,  
having an area of approximately 6.0 hectares.

S-250B Proposed Site Specific Settlement Land, being the area shown as S-250B on Map Sheet 105 D/13, dated February 19, 2005, having as an easterly boundary the westerly boundary of a 60 metre right-of-way for the existing road known as Ibex Valley Road and shown approximately by a line designated as Ibex Valley Road on Map Sheet 105 D/13 and as a northerly boundary the southerly boundary of the Major Highway known as the Alaska Highway, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-250B1,

not including:

- Lot 1030, Quad 105 D/13, Plan 81498 CLSR, 98-104 LTO, being Champagne and Aishihik First Nations Parcel R-40B,

having an area of approximately 50.0 hectares.

S-262B Proposed Site Specific Settlement Land, being the area shown as S-262B on Map Sheet 105 D/16, dated February 19, 2005, having as a northerly boundary the southerly shore of Sucker Lake, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-262B1,

having an area of approximately 1.0 hectare.

S-268B Proposed Site Specific Settlement Land, being the area shown as S-268B on Map Sheet 105 D/7, dated February 19, 2005, having as an easterly boundary the westerly boundary of a 60 metre right-of-way for the road known as Annie Lake Road and shown approximately by a line designated as Annie Lake Road on Map Sheet 105 D/7 and as a westerly boundary the easterly bank of Watson River, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-268B1,

not including:

- the land shown as CTFN R-54B on Map Sheet 105 D/7,

having an area of approximately 2.0 hectares.

S-273B Proposed Site Specific Settlement Land, being the area shown as S-273B on Map Sheet 105 D/6, dated February 19, 2005, having as a southeasterly boundary, in part, the northwesterly boundary of a 60 metre right-of-way for the road known as Alligator Lake Road and shown approximately by a line designated as Alligator Lake Road on Map Sheet 105 D/6, out of which

shall be selected a Parcel of Category B Settlement Land, to be known as S-273B1,

including:

- a portion of the land described in Reservation No. 105D06-0000-00001,

having an area of approximately 5.0 hectares.

S-275B Proposed Site Specific Settlement Land, being the area shown as S-275B on Map Sheet 105 E/5, dated February 19, 2005, having as an easterly boundary the westerly shore of Braeburn Lake and as a westerly boundary the easterly boundary of the 60 metre right-of-way for the road known as Dawson Road and shown approximately by a double line designated as Dawson Road on Map Sheet 105 E/5, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-275B1,

having an area of approximately 7.0 hectares.

S-276B Proposed Site Specific Settlement Land, being the area shown as S-276B, at Braeburn Lake, on Map Sheet 105 E/5, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-276B1,

not including:

- Lot 1045, Quad 105 E/5, Plan 84353 CLSR, 2001-0248 LTO, being Little Salmon/Carmacks First Nation Parcel R-48B;
- the 60 metre right-of-way for the road known as Dawson Road and shown approximately by a double line designated as Dawson Road on Map Sheet 105 E/5,

having an area of approximately 8.0 hectares.

S-278B Proposed Site Specific Settlement Land, being the area shown as S-278B on Map Sheet 105 D/10, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-278B1,

including:

- a portion of the land described in Reservation No. 105D02-0000-00033,

having an area of approximately 6.0 hectares.

S-289B Proposed Site Specific Settlement Land, being the area shown as S-289B

on Inset Sketch on Map Sheet 105 D/14, dated February 19, 2005, having as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as Old Alaska Highway and shown approximately by a double line designated as Old Alaska Highway on Inset Sketch on Map Sheet 105 D/14, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-289B1,

including:

- a portion of the land described in Reservation No. 78-0017;

not including:

- Lot 1433, Quad 105 D/14, Plan 88010 CLSR, 2003-0189 LTO;

subject to:

- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 5 on Inset Sketch on Map Sheet 105 D/14;
- Licence No. 672;

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 5 on Inset Sketch on Map Sheet 105 D/14;
- Government shall have a right, on a 15 metre right-of-way, to repair and upgrade the existing access road shown approximately by a line designated as Access Road 5 on Inset Sketch on Map Sheet 105 D/14;
- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-289B1,

having an area of approximately 34.0 hectares.

S-291B Proposed Site Specific Settlement Land, being the area shown as S-291B, at the Yukon River, on Map Sheet 105 E/10, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-291B1,

not including:

- Lot 4, Group 8, Plan 8863 CLSR,

having an area of approximately 11.0 hectares.

S-297B Proposed Site Specific Settlement Land, being the area shown as S-297B, at Fish Lake, on Inset Sketch 2 on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-297B1,



not including:

- a 15 metre right-of-way for the existing access trail shown approximately by a line designated as Access Trail on Inset Sketch 2 on Map Sheet 105 D/11;
- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Inset Sketch 2 on Map Sheet 105D/11;

subject to:

- Water Licence No. Y-HY85-02L, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 1.0 hectare.

S-298B Proposed Site Specific Settlement Land, being the area shown as S-298B on Map Sheet 105 D/7, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-298B1,

not including:

- the land described in Licence No. 105D07-0000-00091,

having an area of approximately 3.0 hectares.

S-300B Proposed Site Specific Settlement Land, being the area shown as S-300B on Map Sheet 105 D/13, dated February 19, 2005, having as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as Dawson Trail and shown approximately by a double line designated as Dawson Trail on Map Sheet 105 D/13, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-300B1,

not including:

- Ta'an Kwach'an Council Parcel R-11B,

having an area of approximately 5.4 hectares.

S-301B Proposed Site Specific Settlement Land, being the area shown as S-301B, at Coghlan Lake, on Map Sheet 105 E/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-301B1,

having an area of approximately 4.5 hectares.

S-303B Proposed Site Specific Settlement Land, being the area shown as S-303B,

at Judas Lake, on Map Sheet 105 D/8, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-303B1,

not including:

- a 30 metre right-of-way for the road known as Judas Lake Road and shown approximately by a line designated as Judas Lake Road on Map Sheet 105 D/8,

having an area of approximately 4.0 hectares.

S-309B/D Proposed Site Specific Settlement Land, being the area shown as S-309B/D on Map Sheet 105 D/13, dated February 19, 2005, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements are located, to be known as S-309B1/D,

not including:

- Lot 1023, Quad 105 D/13, Plan 78633 CLSR, 96-44 LTO,

having an area of approximately 3.0 hectares.

S-310B Proposed Site Specific Settlement Land, being the area shown as S-310B, at Marsh Lake, on Map Sheet 105 D/8, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-310B1,

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 2.0 hectares.

S-312B Proposed Site Specific Settlement Land, being the area shown as S-312B on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which tent frames are located, to be known as S-312B1,

including:

- a portion of the land described in P.C. 1985-1364;
- a portion of the land described in Lease No. 565;

not including:

- a 30 metre right-of-way for the existing access road shown

approximately by a line designated as Access Road 2 on Map Sheet 105 D/11,

having an area of approximately 2.0 hectares.

S-314B Proposed Site Specific Settlement Land, being the area shown as S-314B on Map Sheet 105 D/8, dated February 19, 2005, having as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-314B1,

including:

- a portion of the land described in Reservation No. 105D08-0000-00123;

not including:

- Lot 1099, Quad 105 D/8, Plan 81283 CLSR, 98-69 LTO;
- a 30 metre right-of-way for the road known as Judas Creek Drive and shown approximately by a line designated as Judas Creek Drive on Map Sheet 105 D/8;

subject to the following Special Condition:

- to the extent practicable, S-314B1 shall be configured to avoid any ski trails in respect of Reservation No. 105D08-0000-00123,

having an area of approximately 4.0 hectares.

S-315B Proposed Site Specific Settlement Land, being the area shown as S-315B on Map Sheet 105 D/8, dated February 19, 2005, having as an easterly boundary the westerly boundary of a 30 metre right-of-way for the road known as Judas Creek Drive and shown approximately by a line designated as Judas Creek Drive on Map Sheet 105 D/8, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-315B1,

including:

- a portion of the land described in Reservation No. 105D08-0000-00123;

not including:

- the land described in P.C. 1982-0929;

subject to the following Special Condition:

- to the extent practicable, S-315B1 shall be configured to avoid any ski trails in respect of Reservation No. 105D08-0000-00123,

having an area of approximately 4.0 hectares.



S-317B Proposed Site Specific Settlement Land, being the area shown as S-317B, at Bonneville Lakes, on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-317B1,

having an area of approximately 5.0 hectares.

S-319B Proposed Site Specific Settlement Land, being the area shown as S-319B on Inset Sketch 2 on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-319B1,

not including:

- the land described in Application No. 14560;
- Lot 441, Group 804, Plan 52286 CLSR, 27065 LTO;
- a 60 metre right-of-way for the road known as Fish Lake Road and shown approximately by a line designated as Fish Lake Road on Inset Sketch 2 on Map Sheet 105 D/11,

having an area of approximately 0.8 hectare.

S-320B Proposed Site Specific Settlement Land, being the area shown as S-320B on Inset Sketch 2 on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-320B1,

including:

- a portion of the land described in Application No. 14560;

not including:

- Lot 294, Group 804, Plan 41884, CLSR, 20576 LTO;
- a 15 metre right-of-way for the existing access trail shown approximately by a line designated as Access Trail on Inset Sketch 2 on Map Sheet 105 D/11,

having an area of approximately 0.8 hectare.

S-321B Proposed Site Specific Settlement Land, being the area shown as S-321B on Inset Sketch 2 on Map Sheet 105 D/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-321B1,

not including:

- a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Inset Sketch 2

on Map Sheet 105 D/11,

having an area of approximately 1.0 hectare.

S-322B/D Proposed Site Specific Settlement Land, being the area shown as S-322B/D on Map Sheet 115 A/9, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-322B1/D,

subject to the following Special Condition:

- this Parcel shall be subject to 7.3 of Schedule A - Kusawa Park, attached to Chapter 10 of this Agreement,

having an area of approximately 0.5 hectare.

S-325B Proposed Site Specific Settlement Land, being the area shown as S-325B at Teslin River, on Map Sheet 105 C/13, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-325B1,

having an area of approximately 3.5 hectares.

S-326B Proposed Site Specific Settlement Land, being the area shown as S-326B on Map Sheet 105 D/14, dated February 19, 2005, having as a southerly boundary the northerly boundary of the Major Highway known as the Alaska Highway, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-326B1,

subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-326B1,

having an area of approximately 2.0 hectares.

S-333B Proposed Site Specific Settlement Land, being the area shown as S-333B, at Teslin River, on Map Sheet 105 E/2, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-333B1,

having an area of approximately 7.0 hectares.

S-336B Proposed Site Specific Settlement Land, being the area shown as S-336B,

at Lower Laberge, on Map Sheet 105 E/6, dated February 19, 2005, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-336B1,

including:

- a portion of the land described in P.C. 1985-0322;
- a portion of Lot 3, Group 8, Plan 8865 CLSR;

not including:

- the land shown cross-hatched as Sketch 1 on Map Sheet 105 E/6;
- Ta'an Kwach'an Council Parcel S-12B1,

having an area of approximately 9.8 hectares.

S-337B Proposed Site Specific Settlement Land, being the area shown as S-337B, at Mason Landing, on Map Sheet 105 E/7, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-337B1,

not including:

- Ta'an Kwach'an Council Parcel S-13B1;
- the land shown cross-hatched as Sketch 1 and designated as the site of Mason Landing on Map Sheet 105 E/7,

having an area of approximately 3.0 hectares.

S-338B/D Proposed Site Specific Settlement Land, being the area shown as S-338B/D, at Teslin River, on Map Sheets 105 E/7 and 105 E/10, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which improvements and grave sites are located, to be known as S-338B1/D,

not including:

- Ta'an Kwach'an Council Parcel S-10B1,

having an area of approximately 4.5 hectares.

S-343B Proposed Site Specific Settlement Land, being the area shown as S-343B on Map Sheet 105 E/11, dated February 19, 2005, having as a southerly boundary the northerly bank of Frank Creek and as an easterly boundary the westerly bank of the Yukon River, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-343B1,

not including:

- Ta'an Kwach'an Council Parcel S-179B1,



having an area of approximately 2.0 hectares.

S-344B Proposed Site Specific Settlement Land, being the area shown as S-344B, at the Yukon River, on Map Sheet 105 E/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-344B1,

including:

- a portion of the land described in P.C. 1985-0322;

not including:

- Ta'an Kwach'an Council Parcel S-3B1,

having an area of approximately 8.0 hectares.

S-348B/D Proposed Site Specific Settlement Land, being the area shown as S-348B/D, at the Yukon River, on Map Sheet 105 D/10, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-348B1/D,

not including:

- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Map Sheet 105 D/10;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- the easement described in Certificate of Title 84Y726,

having an area of approximately 2.0 hectares.

S-349B Proposed Site Specific Settlement Land, being the area shown as S-349B on Map Sheet 105 D/8, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, on which a camp site is located, to be known as S-349B1,

not including:

- the land subject to the easement described in Certificate of Title 84Y726;

subject to:

- Reservation No. 105D08-0000-00044,

having an area of approximately 2.0 hectares.

S-351B Proposed Site Specific Settlement Land, being the area shown as S-351B on Map Sheet 105 D/10, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-351B1,

subject to:

- the easement described in Certificate of Title 84Y726;
- Water Licence No HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 0.3 hectare.

S-352B Proposed Site Specific Settlement Land, being the area shown as S-352B on Map Sheet 105 D/7, dated February 19, 2005, having as a westerly boundary the easterly boundary of a 60 metre right-of-way for the road known as Annie Lake Road and shown approximately by a line designated as Annie Lake Road on Map Sheet 105 D/7 and as an easterly boundary the westerly boundary of a 30 metre right-of-way for the road known as Old Annie Lake Road and shown approximately by a line designated as Old Annie Lake Road on Map Sheet 105 D/7, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-352B1,

having an area of approximately 1.0 hectare.

S-353B/D Proposed Site Specific Settlement Land, being the area shown as S-353B/D on Map Sheet 105 D/13, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-353B1/D,

including:

- a portion of the land described in Application No. 15218,

having an area of approximately 0.5 hectare.

S-354B Proposed Site Specific Settlement Land, being the area shown as S-354B, at Eagle Nest Lake, on Map Sheet 105 E/5, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-354B1,

not including:

- Lot 1039, Quad 105 E/5, Plan 80818 CLSR, 98-14 LTO, being Champagne and Aishihik First Nations Parcel S-343B1;
- a 60 metre right-of-way for the road known as Dawson Road and shown approximately by a line designated as Dawson Road on Map Sheet 105 E/5;

- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 E/5,

having an area of approximately 2.0 hectares.

S-355B Proposed Site Specific Settlement Land, being the area shown as S-355B, at Crooked Lake, on Map Sheet 105 E/2, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-355B1,

having an area of approximately 7.2 hectares.

S-356B/D Proposed Site Specific Settlement Land, being the area shown as S-356B/D on Map Sheet 115 A/16, dated February 19, 2005, out of which shall be selected a Parcel of Category B - Developed Settlement Land, on which a cabin is located, to be known as S-356B1/D,

having an area of approximately 1.0 hectare.

S-357B Proposed Site Specific Settlement Land, being the area shown as S-357B on Inset Sketch on Map Sheet 105 D/7, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-357B1,

including:

- a portion of the land described in Reservation No. 105D02-0000-00033;

not including:

- the right-of-way for the British Yukon Railway as shown on Plan 42259 CLSR, 20934 LTO;
- the land shown as CTFN S-148B on Inset Sketch on Map Sheet 105 D/7,

having an area of approximately 1.0 hectare.

S-358B Proposed Site Specific Settlement Land, being the area shown as S-358B on Map Sheet 115 A/9, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-358B1,

subject to the following Special Condition:

- this Parcel shall be subject to 7.3 of Schedule A - Kusawa Park, attached to Chapter 10 of this Agreement;



provided that:

- no later than the date of signature of this Agreement, the Champagne and Aishihik First Nations provides the parties to this Agreement with a resolution consenting to the Parcel becoming Kwanlin Dun First Nation Settlement Land, failing which the Parcel shall not become Kwanlin Dun First Nation Settlement Land,

having an area of approximately 2.5 hectares.

S-359B Proposed Site Specific Settlement Land, being the area shown as S-359B, at Coghlan Lake, on Map Sheet 105 E/11, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-359B1,

having an area of approximately 2.0 hectares.

S-362B Proposed Site Specific Settlement Land, being the area shown as S-362B, at Little Braeburn Lake, on Map Sheets 105 E/5 and 105 E/12, dated February 19, 2005, out of which shall be selected a Parcel of Category B Settlement Land, to be known as S-362B1,

not including:

- Lot 1048, Quad 105 E/5, Plan 83258 CLSR, 2000-0039 LTO, being Little Salmon/Carmacks First Nation Parcel S-58B1,

having an area of approximately 10.0 hectares.

S-363B Proposed Site Specific Settlement Land, being the area shown as S-363B on Inset Sketch 1 on Map Sheet 105 D/11, dated February 19, 2005, having as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as Franklin Lake Road and shown approximately by a line designated as Franklin Lake Road on Map Sheet 105 D/11 and as a westerly boundary, in part, the easterly shore of Franklin Lake, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-363B1,

not including:

- the land described in Reservation No. 105D11-0000-00076;
- the land described in Reservation No. 105D11-0000-00052, being Lot 279, Group 804, Plan 41462 CLSR, 20325 LTO;

subject to:

- the easement described in Certificate of Title 84Y726;
- Water Licence Y-HY85-02L, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Condition:

- the licensee under Water Licence Y-HY85-02L shall have a right of access on the Parcel to carry out activities required to meet the objects of the licence, subject to the conditions set out in 6.4.3.1, 6.4.3.2 and 6.4.3.3 of this Agreement,

having an area of approximately 41.6 hectares.

S-365B Proposed Site Specific Settlement Land, being the area shown as S-365B on Map Sheet 105 D/14, dated February 19, 2005, having as a southeasterly boundary the northwesterly boundary of a 60 metre right-of-way for the road known as Takhini River Road and shown approximately by a line designated as Takhini River Road on Map Sheet 105 D/14, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-365B1,

not including:

- the land described in Easement No. 105D13-0000-00037;
- the land described in Application No. 15199;
- Ta'an Kwach'an Council Parcel R-9A,

having an area of approximately 27.9 hectares.

S-367B/D Proposed Site Specific Settlement Land, being the area shown as S-367B/D on Map Sheet 105 D/11 - Riverdale Area, City of Whitehorse, dated February 19, 2005, all of which shall be selected as a Parcel of Category B - Developed Settlement Land, to be known as S-367B1/D,

including:

- a portion of the land described in Reservation 105D11-0000-00017, being Lot 332 Remainder, Group 804, Plan 43167 CLSR, 22348 LTO;

subject to:

- Licence No. 105D11-0000-00044;
- Licence No. 105D11-0000-00051;
- Licence No. 105D11-0000-00072;

subject to the following Special Conditions:

- Airport Zoning Controls shall apply;
- the following provisions shall apply:
  - 1) Parcel S-367B1/D ("the Property") has structures on it and may have environmental contamination resulting from authorized and unauthorized uses of the Property while under the administration and control of Canada;
  - 2) the Kwanlin Dun First Nation acknowledges that prior to the signing of final land selections by the negotiators, Canada disclosed to it a

"Phase 1 Environmental Site Assessment of CYFN Property 11 Nisutlin Drive, Whitehorse, Yukon" prepared by EBA Engineering Consultants Ltd., dated August 14, 2003, and the Kwanlin Dun First Nation has had an opportunity to independently review the information provided to it by Canada;

- 3) Canada shall, at its own expense, prior to September 30 following the third anniversary of the Effective Date of this Agreement:
  - (a) demolish the structures existing on the Property on the Effective Date of this Agreement;
  - (b) remediate the Property to the residential standard set out in the *Contaminated Sites Regulations*, (Yukon) in respect of asbestos, hydrocarbons, PCBs and lead, as evidenced by a report that this requirement has been complied with by an independent professional engineer chosen by Canada; and
  - (c) restore the Property in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement and replanting of vegetation so that the Property blends in with the local landscape and vegetation;
- 4) after Consulting with the Kwanlin Dun First Nation, Canada may extend the time limit set out in 3) for an additional two years from September 30 following the third anniversary of the Effective Date of this Agreement by giving written notice to the Kwanlin Dun First Nation prior to September 30 following the third anniversary of the Effective Date of this Agreement;
- 5) upon the report of a professional engineer evidencing compliance with the requirement to remediate the Property being provided to the Kwanlin Dun First Nation, the Kwanlin Dun First Nation releases Canada, her agents and servants, from all actions, claims and demands, of whatever kind or nature, that the Kwanlin Dun First Nation now has, may have or may have in the future against Canada, her agents or servants, arising directly or indirectly out of any environmental condition of the Property, including but not limited to asbestos, hydrocarbons, PCBs and lead, other than any liability Canada may have to the Kwanlin Dun First Nation pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement made October 29, 2001;
- 6) the plan of survey of the Parcel shall not be confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land until after the provisions of 3) (a) and (b) have been satisfied;
- 7) Canada shall provide written notice to the Kwanlin Dun First Nation of any public tender for contracts associated with the demolition of the structures on the Property and with the remediation and restoration of the Property;
- 8) Canada shall include in any contract opportunities associated with the work described in 7) a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms or engagement of



- businesses having at least 1/3 Kwanlin Dun full time employees and at least 6 full time employees;
- 9) nothing in 8) shall be construed to mean that a criterion for employment of Kwanlin Dun People or engagement of Kwanlin Dun Firms or engagement of businesses having at least 1/3 Kwanlin Dun full time employees and at least 6 full time employees shall be the determining criterion in awarding any contract;
- 10) any failure to comply with 7) or 8) shall not affect the public tender process, the contract awards resulting therefrom, or any contracts resulting from any other contracting opportunities,

having an area of approximately 2.7 hectares.

S-368B Proposed Site Specific Settlement Land, being the area shown as S-368B on Map Sheet 105 D/9, dated February 19, 2005, having as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-368B1,

not including:

- the land shown as Access on Plan 61374 CLSR, 47591 LTO;
- the land shown as CTFN S-286B on Map Sheet 105 D/9;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 1.0 hectare.

S-369B Proposed Site Specific Settlement Land, being the area shown as S-369B on Inset Sketch on Map Sheet 105 D/8, dated February 19, 2005, having as northerly and westerly boundaries the southerly and easterly boundaries, respectively, of a 15 metre right-of-way for the existing access road shown approximately by a line designated as Lots Access Road on Inset Sketch on Map Sheet 105 D/8, all of which shall be selected as a Parcel of Category B Settlement Land, to be known as S-369B1,

not including:

- the land shown as CTFN S-414B on Inset Sketch on Map Sheet 105 D/8,

having an area of approximately 4.4 hectares.

S-370B Proposed Site Specific Settlement Land, being the Area shown as S-370B on Map Sheet 105 D/11-Hillcrest/Copper Ridge Area, City of Whitehorse,

dated February 19, 2005, having as a northerly boundary the southerly boundary of the land shown as Powerline Easement on Plan 75676 CLSR, 93-165 LTO, out of which shall be selected one or more Parcels of Category B Settlement Land,

including:

- a portion of Lot 421 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;
- a portion of the land described in Reservation No. 91-0128;

not including:

- the land described in Licence No. 780;
- Lot 421-134, Group 804, Plan 56533 CLSR, 33835 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Conditions:

- Airport Zoning Controls shall apply;

provided that:

- unless the parties to this Agreement otherwise agree, the following shall apply:
  - 1) notwithstanding 15.2.10 of this Agreement, the survey of this Parcel shall be delayed until:
    - (a) the Yukon surveys a centre line for the extension through the Parcel of the road known as Hamilton Boulevard ("Hamilton Boulevard");
    - (b) the Yukon advises the Kwanlin Dun First Nation and Canada in writing that it has chosen an alternate route for the extension of Hamilton Boulevard that does not go through the Parcel; or
    - (c) the surveys of all Parcels of Settlement Land for the Kwanlin Dun First Nation other than this Parcel, Parcels C-57B, C-197B and R-82B, have been confirmed by the Surveyor General,whichever is first to occur;
  - 2) at the time this Parcel is surveyed:
    - (a) if the Yukon has surveyed a centre line for the extension of Hamilton Boulevard through the Parcel:
      - i) any portion of this Parcel that lies between Parcel C-57B and the easterly boundary of a 60 metre right-of-way, centred on the surveyed centre line, for the extension of Hamilton Boulevard, shall be consolidated with Parcel C-57B and surveyed as one Parcel to be known as C-57B;
      - ii) any portion of this Parcel that lies between Parcel C-

- 197B and the westerly boundary of a 60 metre right-of-way, centred on the surveyed centre line, for the extension of Hamilton Boulevard, shall be consolidated with Parcel C-197B and surveyed as one Parcel to be known as C-197B; and
- iii) for greater certainty, the 60 metre right-of-way, centred on the surveyed centre line, for the extension of Hamilton Boulevard shall not be included in either Parcel C-57B or C-197B; or
- (b) if the Yukon has not surveyed a centre line for the extension of Hamilton Boulevard through the Parcel, all of this Parcel and Parcels C-57B and C-197B shall all be consolidated and surveyed as one Parcel to be known as C-57B,

having an area of approximately 13.15 hectares.

C-1B Category B, being the Parcel shown as C-1B on Map Sheet 105 D/14 SW, dated February 19, 2005, having as a northeasterly boundary the southwesterly boundary of a 60 metre right-of-way for the road known as Takhini Hotsprings Road and shown approximately by a double line designated as Takhini Hotsprings Road on Map Sheet 105 D/14 SW and as a northerly boundary a line approximating the top of the south side of the ravine shown approximately by a line designated as Ravine on Map Sheet 105 D/14 SW,

including:

- a portion of the land described in Reservation No. 86-0051;
- a portion of the land described in Reservation No. 87-0080;

not including:

- the land described in Reservation No. 98-0084;
- Ta'an Kwach'an Council Parcel R-18B;

subject to:

- unless otherwise agreed by the Kwanlin Dun First Nation, the Ta'an Kwach'an Council and the Yukon, a 15 metre right-of-way for the existing access road shown approximately by a double line designated as Access Road on Map Sheet 105 D/14 SW;

subject to the following Special Conditions:

- the Ta'an Kwach'an Council shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a double line designated as Access Road on Map Sheet 105 D/14 SW, conditional upon the Ta'an Kwach'an Council granting to the Kwanlin Dun First Nation the access rights specified in 3.4 of this appendix;
- the owner of Lot 1359, Quad 105 D/14, Plan 82401 CLSR, 99-071 LTO,



shall have a right, on the 15 metre right-of-way to maintain, repair and upgrade the existing access road shown approximately by a double line designated as Access Road on Map Sheet 105 D/14 SW,

having an area of approximately 43.9 hectares.

C-2B Category B, being the Parcel shown as C-2B on Map Sheet 105 D/14 SE, dated February 19, 2005, having as a northwesterly boundary, in part, the southeasterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including:

- a portion of the land described in Reservation No. 86-0049;

not including:

- the land described in Reservation No. 85-0116;
- Lot 1360, Quad 105 D/14, Plan 80565 CLSR, 97-129 LTO;
- Ta'an Kwach'an Council Parcel C-3B;
- Lot 1122, Quad 105 D/14, Plan 69086 CLSR, 72535 LTO;
- Buffer Strip B-1 as shown on Plan 69086 CLSR, 72535 LTO,

having an area of approximately 14.4 hectares.

C-3B Category B, being the Parcel shown as C-3B on Map Sheet 105 D/14 SE, dated February 19, 2005, having as an easterly boundary, in part, the westerly bank of the Yukon River,

not including:

- Lot 1240, Quad 105 D/14, Plan 73737 CLSR, 91-67 LTO;
- Lot 1123, Quad 105 D/14, Plan 69453 CLSR, 73436 LTO;
- Lot 1122, Quad 105 D/14, Plan 69086 CLSR, 72535 LTO;
- Ta'an Kwach'an Council Parcel C-38B;
- Buffer Strip B-2 as shown on Plan 69086 CLSR, 72535 LTO;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Condition:

- access to this Parcel across Ta'an Kwach'an Council Parcel C-38B shall be in accordance with 3.4 of this appendix,

having an area of approximately 11.7 hectares.

C-5B Category B, being the Parcel shown as C-5B on Map Sheet 105 D/14 -

MacPherson Area, City of Whitehorse, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including:

- a portion of the land described in Application No. 519;

not including:

- Ta'an Kwach'an Council Parcel C-23B;
- Lot 710, Group 804, Plan 60513 CLSR, 45212 LTO;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 69.2 hectares.

C-6B

Category B, being the Parcel shown as C-6B on Inset Sketch 2 on Map Sheet 105 D/14 SE, dated February 19, 2005, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a westerly boundary the easterly boundary of a 30 metre right-of-way for the road known as Haeckel Hill Road and shown approximately by a line designated as Haeckel Hill Road on Inset Sketch 2 on Map Sheet 105 D/14 SE,

including as Developed Settlement Land:

- the land designated as C-6B/D1 on Inset Sketch 2 on Map Sheet 105 D/14 SE, being the land described in Reservation No. 105D14-0000-00077;

not including:

- Lot 652, Group 804, Plan 59887 CLSR, 43841 LTO;

subject to:

- Licence No. 789;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Inset Sketch 2 on Map Sheet 105 D/14 SE;

subject to the following Special Conditions:

- the owner of Lot 652, Group 804, Plan 59887 CLSR, 43841 LTO, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road on Inset Sketch 2 on Map Sheet 105 D/14 SE;
- Airport Zoning Controls shall apply,

having an area of approximately 15.2 hectares.

C-7B Category B, being the Parcel shown as C-7B on Map Sheet 105 D/14 - MacPherson Area, City of Whitehorse, dated February 19, 2005, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 9.3 hectares.

C-8B Category B, being the Parcel shown as C-8B on Map Sheet 105 D/14 - MacPherson Area, City of Whitehorse, dated February 19, 2005, having as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as the Old Alaska Highway and shown approximately by a line designated as Old Alaska Highway and as a northerly boundary, in part, the southerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Cousins Airstrip Access Road on Map Sheet 105 D/14 - MacPherson Area, City of Whitehorse,

not including:

- Lots 1 to 7 inclusive, Block 1, Forestview Subdivision, Plan 43170 CLSR, 22370 LTO;
- Ta'an Kwach'an Council Parcel C-81B;
- the land described in Application No. 92-0071;
- a 15 metre right-of-way for the existing access trail shown approximately by a line designated as Access Trail on Map Sheet 105 D/14 - MacPherson Area, City of Whitehorse;

subject to the following Special Conditions:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 40861 CLSR, 19296 LTO lying within Parcel C-8B;
- Airport Zoning Controls shall apply,

having an area of approximately 11.1 hectares.

C-9B Category B, being the Parcel shown as C-9B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

not including:

- the land shown as Road on Plan 53610 CLSR, 29677 LTO and shown



approximately by a double line designated as MacDonald Road and Poplar Road on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse;

- the land shown as Sketch 1 on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse;

subject to:

- Licence No. 789;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing and future utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 7.3 hectares.

C-15B Category B, being the Parcel shown as C-15B on Map Sheet 105 D/14 SE, dated February 19, 2005, having as a northerly boundary the southerly boundary of a 50 metre right-of-way for the existing road known as Range Road and shown approximately by a line designated as Range Road on Map Sheet 105 D/14 SE,

including:

- Lot 466, Group 804, Plan 51902 CLSR, 26555 LTO;
- a portion of Lot 262 Remainder, Group 804, Plan 42886 CLSR, 21686 LTO;

not including:

- Lot 262-6, Group 804, Plan 71449 CLSR, 88-109 LTO;
- the right-of-way for the road shown as Mountain View Drive on Plan 69459 CLSR, 73587 LTO,

having an area of approximately 14.6 hectares.

C-24B Category B, being the Parcel shown as C-24B on Map Sheet 105 D/11 - South Access Area, City of Whitehorse, dated February 19, 2005, having as a westerly boundary, in part, the easterly boundary of a 30 metre right-of-way for the road known as Squatters Road and shown approximately by a line designated as Squatters Road on Map Sheet 105 D/11 - South Access Area, City of Whitehorse,

not including:

- Lot 1098, Quad 105 D/11, Plan 75280 CLSR, 93-87 LTO;
- Lot 1071, Quad 105 D/11, Plan 73327 CLSR, 90-110 LTO;
- Lot 1173, Quad 105 D/11, Plan 84217 CLSR, 2000-0213 LTO;

- the land described in Agreement for Sale No. 94-0153;
- the land described in Agreement for Sale No. 95-0054;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing and future utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 78.5 hectares.

**C-27B** Category B, being the Parcel shown as C-27B on Map Sheet 105 D/11 - Takhini, Valleyview and Whitehorse Industrial Areas, City of Whitehorse, dated February 19, 2005, having as a southwesterly boundary the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- a portion of Lot 435 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;
- the land shown as Lot 7, Proposed Kopper King Subdivision, Concept Drawing # 49130-001;

subject to:

- Licence No. 672;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 1.4 hectares.

**C-31B** Category B, being the Parcel shown as C-31B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, having as a southeasterly boundary, in part, the northwesterly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse,

including:

- a portion of the land described in O.I.C. 1970-304;

not including:

- the right-of-way for the British Yukon Railway as shown on Plans 42261 and 56438 CLSR, 20936 and 33739 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of approximately 62.5 hectares.

C-34B Category B, being the Parcel shown as C-34B on Map Sheet 105 D/11 - South Access Area, City of Whitehorse, dated February 19, 2005, having as a southerly boundary the northerly boundary of the right-of-way for the road known as South Access Road and shown approximately by a double line designated as South Access Road on Map Sheet 105 D/11 - South Access Area, City of Whitehorse and as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- a portion of Lot 262 Remainder, Group 804, Plan 42886 CLSR, 21686 LTO;

not including:

- the land shown as Powerline Right-of-Way on Plan 56904 CLSR, 34787 LTO;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 10.8 hectares.

C-37B Category B, being the Parcel shown as C-37B on Map Sheet 105 D/10 SW, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

not including:

- Ta'an Kwach'an Council Parcel C-60B;
- a 30 metre right-of-way for a proposed access road shown approximately by a double line designated as Future Access Road on Map Sheet 105 D/10 SW,

having an area of approximately 15.3 hectares.

C-38B Category B, being the Parcel shown as C-38B on Map Sheets 105 D/10 SW and 105 D/10 SE, dated February 19, 2005, having as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a northerly boundary the southerly bank of the Yukon River,



including:

- Lot 1077, Quad 105 D/10, Plan 74169 CLSR, 92-30 LTO;

including as Developed Settlement Land:

- the land designated as C-38B/D1 on Map Sheet 105 D/10 SE, being the land described in Reservation No. 105D10-0000-00001, comprising Lot 1040, Quad 105 D/10, Plan 71063 CLSR, 85541 LTO;

not including:

- Lot 1020, Quad 105 D/10, Plan 68284 CLSR, 66038 LTO;
- Lot 1127, Quad 105 D/10, Plan 84463 CLSR, 2001-022 LTO;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of future utility lines;
- Easement No. 2848-1950-7-16 as shown on Plan 71659 CLSR;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 105 D/10 SE;
- the easement described in Certificate of Title 84Y726;

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 15 metre right-of-way for the road shown as Access Road 1 on Map Sheet 105 D/10 SE;
- Government shall have the right to repair and upgrade, on the 15 metre right-of-way, the road shown as Access Road 1 on Map Sheet 105 D/10 SE,

having an area of approximately 522.9 hectares.

C-39B      Category B, being the Parcel shown as C-39B on Map Sheet 105 D/10 SW, dated February 19, 2005, near Golden Horn Subdivision,

having an area of approximately 160.5 hectares.

C-41B      Category B, being the Parcels shown as C-41B-1 to C-41B-8 inclusive on Map Sheet 105 D/11 - McIntyre Area, City of Whitehorse, dated February 19, 2005,

including:

- the land described in Reservation No. 105D11-0000-00041;
- the land shown as Johnston Road, Macaulay Road, Boyd Crescent, Wylie Crescent, Pringle Crescent, Light Crescent and Road on Plan

- 66606 CLSR, 58624 LTO and any curbs, gutters, sidewalks and road surfaces thereon;
- the land shown as McMillan Crescent, Landreville Drive, McClimon Crescent and Road and a portion of McLennan Road on Plan 66607, CLSR, 58625 LTO and any curbs gutters, sidewalks and road surfaces thereon;
  - any inactive sewer, water, and storm sewer mains, and appurtenances thereto, whether an appurtenance is on the surface or below ground;

not including:

- the land shown as McIntyre Drive, Hanna Crescent and McCandless Crescent on Plan 66606 CLSR, 58624 LTO;
- the land shown as Murphy Road, McIntyre Drive, McCrimmon Crescent, O'Brien Road and a portion of McLennan Road on Plan 66607 CLSR, 58625 LTO;
- Lot 670, Hillcrest Subdivision, Plan 66606 CLSR, 58624 LTO;
- the land described in Licence No. 745;
- the land shown as Hamilton Boulevard on Plan 66302 CLSR, 57893 LTO;
- the land shown as PUL 6, Logan Subdivision, Plan 76044 CLSR, 94-36 LTO;
- Lot 209 (PUL), Arkell Subdivision, Plan 79436 CLSR, 96-134 LTO;
- any active sewer, water, and storm sewer mains, and appurtenances thereto, whether an appurtenance is on the surface or below ground;
- any surface and below ground cables, poles, light standards and transformers for the distribution of electricity, television, radio, internet, and telephone services, and appurtenances thereto, whether an appurtenance is on the surface or below ground;

subject to:

- any easement, license or permit issued by Government on or before the Effective Date in respect of existing utility infrastructure for electricity, television, radio, internet and telephone services;

subject to the following Special Conditions:

- Airport Zoning Controls shall apply;
- the Parcel shall be subject to 9.8.0 of this Agreement;

provided that:

- any survey pursuant to 15.2.1 of this Agreement shall maintain the existing survey of lots and roads shown on:
  - 1) Plan 66606 CLSR, 58624 LTO;
  - 2) Plan 66607 CLSR, 58625 LTO;
  - 3) Plan 71268 CLSR, 88-46 LTO; and
  - 4) Plan 75389 CLSR, 93-115 LTO,and shall not effect a consolidation of the lots and roads described therein;

for greater certainty:

Parcel C-41B-1 comprises:

- Lots 326 to 433 inclusive, 644 to 669 inclusive, and Walkways, Hillcrest Subdivision, Plan 66606 CLSR, 58624 LTO;
- the land shown as Johnston Road, Macaulay Road, Wylie Crescent, and Road on Plan 66606 CLSR, 58624 LTO;
- Lots 736 to 747 inclusive, 763 to 902 inclusive, and Walkways, Hillcrest Subdivision, Plan 66607 CLSR, 58625 LTO;
- the land shown as McMillan Crescent, Landreville Drive, McClimon Crescent, and Road and a portion of McLennan Road, Plan 66607 CLSR, 58625 LTO;
- a portion of Lot 262 Remainder, Group 804, Plan 42886 CLSR, 21686 LTO;

Parcel C-41B-2 comprises:

- Lots 623 to 636 inclusive, Hillcrest Subdivision, Plan 66606 CLSR, 58624 LTO;

Parcel C-41B-3 comprises:

- Lots 748 to 762 inclusive, Hillcrest Subdivision, Plan 66607 CLSR, 58625 LTO;

Parcel C-41B-4 comprises:

- Lots 672 to 699 inclusive and 709, Hillcrest Subdivision, Plan 66607 CLSR, 58625 LTO;
- Lots 1113 to 1115 inclusive, Hillcrest Subdivision, Plan 75389 CLSR, 93-115 LTO;

Parcel C-41B-5 comprises:

- Lots 710 to 732 inclusive and 735, Hillcrest Subdivision, Plan 66607 CLSR, 58625 LTO;
- Lot 1047, Hillcrest Subdivision, Plan 71268 CLSR, 88-46 LTO;

Parcel C-41B-6 comprises:

- Lots 604 to 622 inclusive, Hillcrest Subdivision, Plan 66606 CLSR, 58624 LTO;

Parcel C-41B-7 comprises:

- Lots 434 to 603 inclusive, 671 and Easement, Hillcrest Subdivision, Plan 66606 CLSR, 58624 LTO;
- the land shown as Boyd Crescent, Pringle Crescent, Light Crescent, and Road on Plan 66606 CLSR, 58624 LTO;

Parcel C-41B-8 comprises:

- Lots 637 to 643 inclusive, Hillcrest Subdivision, Plan 66607 CLSR, 58625 LTO;



having an area of approximately 101.4 hectares.

C-42B Category B, being the Parcel shown as C-42B on Map Sheets 105 D/11 NE and 105 D/11 - Downtown Area, City of Whitehorse, dated February 19, 2005, having as a westerly boundary, in part, the easterly bank of the Yukon River and as an easterly boundary, in part, the westerly boundary of a 60 metre right-of-way for the road known as Long Lake Road and shown approximately by a line designated as Long Lake Road on Map Sheets 105 D/11 NE and 105 D/11 - Downtown Area, City of Whitehorse,

including:

- a portion of Lot 238, Group 804, Plan 54008 CLSR;

including, as Developed Settlement Land:

- the land designated as C-42B/D1 on Map Sheet 105 D/11 NE, being the land described in Reservation No. 105D11-0000-00061;

not including:

- the land shown as lots A, B, C and D on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse ;
- the land shown cross-hatched as Sketches 1 and 2 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse;
- Lot 244, Group 804, Plan 18532 CLSR, 20713 LTO;
- Ta'an Kwach'an Council Parcel C-77B;
- Lot 1187, Quad 105 D/11, Plan 87979 CLSR, 2003 - 0195 LTO, being Ta'an Kwach'an Council Parcel C-96B/D;

subject to:

- Licence No. 789;
- a 15 metre right-of-way for the existing access roads shown approximately by lines designated as Access Roads 1, 2, 3 and 4 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse;
- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 5 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse;

subject to the following Special Conditions:

- Airport Zoning Controls shall apply;
- the Holder, as defined in 9.7.1 of this Agreement, of the land shown as lot A on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse;

- the Holder, as defined in 9.7.1 of this Agreement, of the land shown as lot B on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse;
- the Holder, as defined in 9.7.1 of this Agreement, of the land shown as lot C on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access roads shown approximately by lines designated as Access Roads 2 and 3 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse;
- the Holder, as defined in 9.7.1 of this Agreement, of the land shown as lot D on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by line designated as Access Road 4 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse;
- the Parcel shall be subject to 9.7.0 of this Agreement;

having an area of approximately 40.0 hectares.

C-43B Category B, being the Parcel shown as C-43B on Map Sheet 105 D/14 SE, dated February 19, 2005, having as easterly and southerly boundaries the westerly and northerly banks, respectively, of the Yukon River and as a westerly boundary the toe of the escarpment,

including, as Developed Settlement Land:

- the land designated as C-43B/D1 on Map Sheet 105 D/14 SE;

not including:

- the land described in Lease No. 375;
- the land described in Licence No. 747;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area approximately 22.4 hectares.

C-46B Category B, being the Parcel shown as C-46B on Map Sheet 105 D/10 SW, dated February 19, 2005, having as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including:

- a portion of the land described in Reservation No. 89-0057;

not including:

- the land shown as CTFN C-82B on Map Sheet 105 D/10 SW,

having an area of approximately 10.1 hectares.

C-47B/D Category B - Developed, being the Parcel shown as C-47B/D on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, having as a northeasterly boundary the southwesterly bank of the Yukon River,

including:

- the land described in Reservation No. 105D10-0000-00041;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;

having an area of approximately 1.8 hectares.

C-48B Category B, being the Parcel shown as C-48B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, having as an easterly boundary, in part, the westerly bank of the Yukon River,

not including:

- the land described in Application No. 96-0035;
- the land described in Application No. 2001-0163;
- Lot 1016, Quad 105 D/10, Plan 66636 CLSR, 58518 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;
- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 19.4 hectares.

C-49B/D Category B - Developed, being the Parcel shown as C-49B/D on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, having as a southwesterly boundary, in part, the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a southeasterly boundary the northwesterly boundary of a 30 metre right-of-way for the road known as Fox Farm Road and shown approximately by a line designated as Fox Farm Road on Map Sheet 105 D/10, 11 - MacRae



Area, City of Whitehorse,

including:

- the land described in Reservation No. 105D10-0000-00040;

not including:

- Lot 1004, Quad 105 D/10, Plan 64559 CLSR, 52687 LTO,

having an area of approximately 8.6 hectares.

C-50B/D Category B - Developed, being the Parcel shown as C-50B/D on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, having as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- a portion of the land described in Application No. 14069;

not including:

- the land shown as Road on Easement Plan 74482 CLSR, 92-96 LTO;
- the right-of-way for the British Yukon Railway as shown on Plan 42261 CLSR, 20936 LTO;

subject to:

- Licence No. 789,

having an area of approximately 3.7 hectares.

C-52B Category B, being the Parcel shown as C-52B on Map Sheet 105 D/14 - MacPherson Area, City of Whitehorse, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway and as an easterly boundary the westerly bank of an unnamed creek,

including:

- a portion of Lot 338, Group 804, Plan 43425 CLSR, 22915 LTO;

not including:

- Lot 710, Group 804, Plan 60513 CLSR, 45212 LTO;
- Lot 1046, Quad 105D/14, Plan 69583 CLSR, 74512 LTO;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 3.9 hectares.

C-53B Category B, being the Parcel shown as C-53B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005,

not including:

- Lot 1597, Porter Creek Subdivision, Plan 81927 CLSR, 98-151 LTO;
- Lot 1291, Porter Creek Subdivision, Plan 63260 CLSR, 50529 LTO;
- a 30 metre right-of-way for the proposed road shown approximately by a double line designated as Laberge Road Extension on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse;

subject to:

- Licence No. 672,

having an area of approximately 6.8 hectares.

C-56B Category B, being the Parcel shown as C-56B on Map Sheet 105 D/11 - Hillcrest/Copper Ridge Area, City of Whitehorse, dated February 19, 2005, having as an easterly boundary, in part, the westerly boundary of the Major Highway known as the Alaska Highway,

including:

- a portion of Lot 421 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;

not including:

- Lot 1114 and Access Road Right-of-Way, Quad 105 D/11, Plan 76507 CLSR, 94-79 LTO;
- a 30 metre right-of-way for the road known as Ice Lake Road and shown approximately by a line designated as Ice Lake Road on Map Sheet 105 D/11 - Hillcrest/Copper Ridge Area, City of Whitehorse;
- the land shown as Powerline Easement on Plan 73890 CLSR, 91-96 LTO;

subject to:

- the right-of-way for the Canol No. 2 Pipeline as shown on Plan 62802 CLSR, 49038 LTO;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 21.4 hectares.

C-57B Category B, being the Parcel shown as C-57B on Map Sheet 105 D/11 - Hillcrest/Copper Ridge Area, City of Whitehorse, dated February 19, 2005, having as a northerly boundary the southerly boundary of the land shown as

Powerline Easement on Plan 75676 CLSR, 93-165 LTO,

including:

- a portion of Lot 421 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;
- a portion of the land described in Reservation No. 91-0128;

not including:

- the land described in Lease No. 626;
- Lot 421-133 and 421-134, Group 804, Plan 56533 CLSR, 33835 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply;

provided that:

- unless the parties to this Agreement otherwise agree, the following shall apply:
  - 1) notwithstanding 15.2.10 of this Agreement, the survey of this Parcel shall be delayed until:
    - (a) the Yukon surveys a centre line for the extension through Parcel S-370B of the road known as Hamilton Boulevard ("Hamilton Boulevard");
    - (b) the Yukon advises the Kwanlin Dun First Nation and Canada in writing that it has chosen an alternate route for the extension of Hamilton Boulevard that does not go through Parcel S-370B; or
    - (c) the surveys of all Parcels of Settlement Land for the Kwanlin Dun First Nation other than this Parcel, Parcels S-370B, C-197B and R-82B, have been confirmed by the Surveyor General,whichever is first to occur;
  - 2) at the time this Parcel is surveyed, either all or a portion of Parcel S-370B shall be consolidated and surveyed with this Parcel in accordance with the provisions listed in the description of Parcel S-370B in this appendix,

having an area of approximately 34.2 hectares.

C-59B      Category B, being the Parcel shown as C-59B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, having as a northerly boundary, in part, the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,



not including:

- Lot 1006, Quad 105D/11, Plan 64730 CLSR, 52830 LTO;
- the land shown as Buffer 1 on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse;
- the land shown as Mount Sima Road on Plan 85763 CLSR, 2002-0061 LTO;

subject to:

- any easement, licence, or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of approximately 8.3 hectares.

C-61B      Category B, being the Parcel shown as C-61B on Map Sheet 105 D/10 NW, dated February 19, 2005, having as a northerly boundary, in part, the southerly boundary of a 30 metre right-of-way for the road known as Grey Mountain Road and shown approximately by a double line designated as Grey Mountain Road on Map Sheet 105 D/10 NW,

including:

- a portion of the land described in O.I.C. 1970-304;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of approximately 70.0 hectares.

C-63B/D      Category B - Developed, being the Parcel shown as C-63B/D on Map Sheet 105 D/10 SW, dated February 19, 2005, having as a westerly boundary, in part, the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

not including:

- Lot 1035, Quad 105 D/10, Plan 70889 CLSR, 84759 LTO;
- Lot 1054, Quad 105 D/10, Plan 72190 CLSR, 89-104 LTO;
- a 60 metre right-of-way for the road known as Old Klondike Highway and shown approximately by a line designated as Old Klondike Highway on Map Sheet 105 D/10 SW;

subject to:

- Licence No. 764,

having an area of approximately 19.6 hectares.

C-64B/D Category B - Developed, being the Parcel shown as C-64B/D on Map Sheet 105 D/10 SW, dated February 19, 2005, having as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

including:

- the land described in Application No. 13926;

subject to:

- Licence No. 764,

having an area of approximately 16.2 hectares.

C-70FS Category Fee Simple, being the Parcel shown as C-70FS on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, dated February 19, 2005,

including:

- Lot 11, Block 316, Plan 87156 CLSR, 2003-0044 LTO;

subject to:

- Caveat No. 77754;
- Easement No. 154436;
- any easement, licence or permit issued by Government on or before Effective Date of this Agreement in respect of existing utility lines;
- a 6 metre right-of-way in favour of the Yukon or its agent for the trolley line shown approximately by a line designated as Trolley Line on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse (the "Trolley Easement");

subject to the following Special Conditions:

- unless otherwise agreed by the Kwanlin Dun First Nation and the Yukon, the following provisions shall apply in respect of the Trolley Easement:
  - 1) the Yukon or its agent shall have the right on the Trolley Easement to use, construct, maintain, repair and upgrade a trolley track bed and rail infrastructure and to operate a trolley car thereon;
  - 2) the Yukon or its agent shall construct the trolley track bed and rail infrastructure within the Trolley Easement such that it is level with the surrounding land unless engineering or geotechnical requirements make it unfeasible or impractical to do so;
  - 3) the Trolley Easement shall continue until the Yukon or its agent has failed to operate regularly scheduled seasonal passenger service on the trolley for two consecutive years after which time the Trolley Easement shall be terminated at the request of the Kwanlin Dun First Nation;
  - 4) the trolley car, track bed and rail infrastructure will at all times remain the property of the Yukon;

- 5) the Yukon or its agent shall use, construct, maintain, repair, upgrade and operate the trolley in accordance with all applicable laws, including laws in relation to public health, safety and the environment;
  - 6) upon termination of the Trolley Easement, the Yukon or its agent shall remove the trolley car, trolley track bed and rail infrastructure from the Trolley Easement and restore the Trolley Easement to its former condition at the expense of the Yukon or its agent;
  - 7) the Yukon shall indemnify and save harmless the Kwanlin Dun First Nation and its representatives, servants, agents, employees and contractors, against all actions, causes of action, claims, liabilities, dues, sums of money and demands of whatsoever kind or nature, including legal fees and expenses on a solicitor-client basis, arising directly or indirectly from anything done or omitted to be done on the Trolley Easement by the Yukon or its agent in the exercise of the rights and privileges granted by this Special Condition;
- the following provisions shall apply in respect of restoration work:
    - 1) the Yukon shall undertake restoration work on the Parcel in accordance with the terms and conditions of the Site Remediation Agreement between the Yukon and the Kwanlin Dun First Nation dated February 19, 2005 or such other date as may be agreed by the Yukon and the Kwanlin Dun First Nation;
    - 2) nothing in this Special Condition is intended to affect any obligation in respect of environment clean-up pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement dated October 29, 2001 which came into effect on April 1, 2003;
  - on or before June 30, 2005, the Yukon shall remove, or cause the Yukon Electrical Company Limited ("YECL") to remove, from the area shown cross-hatched as Sketch 3 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse (the "Area") all structures, fixtures and improvements which were affixed or placed on the Area by or on behalf of YECL;
  - the Yukon, YECL and their respective agents shall have a right of access on the Parcel to perform the obligation referred to in the preceding Special Condition;
  - the City of Whitehorse Riverfront Plan and Riverfront Design Guidelines as amended, shall apply to the Parcel with such modifications to meet the cultural interests of the Kwanlin Dun First Nation as may be agreed between the Kwanlin Dun First Nation and the City of Whitehorse;
  - Airport Zoning Controls shall apply;

provided that:

- if, on or before the Effective Date of this Agreement, the City of Whitehorse transfers to either the Kwanlin Dun First Nation or the Yukon those portions of Lot 12 and Road, Block 316, Plan 87156 CLSR, 2003-0044 LTO shown cross-hatched as Sketches A and B on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, then those portions of Lot 12 and Road shall become part of Parcel C-70FS in place of those



portions of Lot 11, Block 316, Plan 87156 CLSR, 2003-0044 LTO shown cross-hatched as Sketches C and D on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse which shall not be part of Parcel C-70FS and:

- 1) the Parcel shall not be subject to the Trolley Easement;
- 2) the Parcel shall not be subject to the Special Condition in respect of the Trolley Easement,

having an area of 1.73 hectares, more or less.

C-71FS Category Fee Simple, being the Parcel shown as C-71FS on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, dated February 19, 2005, having as a northeasterly boundary a line 3 metres perpendicularly distant southwesterly from the right-of-way for Two Mile Hill Road as shown on Plan 71262 CLSR, 88-62 LTO,

including:

- a portion of the land described in Reservation No. 105D11-0000-00010, being Block 313, Plan 71262 CLSR, 88-62 LTO;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 0.55 hectares.

C-73FS Category Fee Simple, being the Parcel shown as C-73FS on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, dated February 19, 2005, being the land described in Reservation No. 105D11-0000-00046, comprising Lot 3, Block 59, Plan 40033 CLSR, 17459 LTO,

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of 0.046 hectare, more or less.

C-77B/D Category B - Developed, being the Parcel shown as C-77B/D on Map Sheet 105 D/11 - Riverdale Area, City of Whitehorse, dated February 19, 2005,

including:

- a portion of the land described in Reservation No. 105D11-0000-00017, being Lot 332 Remainder, Group 804, Plan 43167 CLSR, 22348 LTO;

subject to:

- Licence No. 105D11-0000-00044;

subject to the following Special Conditions:

- Airport Zoning Controls shall apply;
- the following provisions shall apply:
  - 1) Parcel C-77B/D ("the Property") has two houses on it and may have environmental contamination resulting from authorized and unauthorized uses of the Property while under the administration and control of Canada;
  - 2) the Kwanlin Dun First Nation acknowledges that prior to the signing of final land selections by the negotiators, Canada disclosed to it a "Phase 1 Environmental Site Assessment of CYFN Property 11 Nisutlin Drive, Whitehorse, Yukon", which included the houses at 5 and 7 Nisutlin Drive, prepared by EBA Engineering Consultants Ltd., dated August 14, 2003, and the Kwanlin Dun First Nation has had an opportunity to independently review the information provided to it by Canada;
  - 3) the Kwanlin Dun First Nation acknowledges that it is taking the Property "as is" without any representation or warranty as to the environmental condition of the Property;
  - 4) the Kwanlin Dun First Nation releases Canada, her agents and servants, from all actions, claims and demands, of whatever kind or nature, that the Kwanlin Dun First Nation now has, may have or may have in the future against Canada, her agents or servants, arising directly or indirectly out of any environmental condition of the Property, including but not limited to lead based paint, other than any liability Canada may have to the Kwanlin Dun First Nation pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement made October 29, 2001;
  - 5) the Kwanlin Dun First Nation indemnifies and saves harmless Canada, her agents and servants, against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted arising directly or indirectly after the Effective Date of this Agreement out of any environmental condition of the Property, including but not limited to lead based paint, other than any liability Canada may have to the Kwanlin Dun First Nation pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement made October 29, 2001,

having an area of approximately 0.2 hectares.

C-79B

Category B, being the Parcel shown as C-79B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, being Lot 1469, Porter Creek Subdivision, Plan 66021 CLSR, 57388 LTO,

including:

- a portion of the land described in Reservation No. 87-0037,

having an area of 0.0819 hectare, more or less.

C-82B/D Category B - Developed, being the Parcel shown as C-82B/D on Map Sheet 105 D/11 - Takhini, Valleyview, and Whitehorse Industrial Areas, City of Whitehorse, dated February 19, 2005, having as a northeasterly boundary the southwesterly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- a portion of Lot 433 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;

not including:

- the land described in Application No. 94-0056;
- the land described in Licence No. 745;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 0.7 hectare.

C-85FS Category Fee Simple, being the Parcel shown as C-85FS on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, dated February 19, 2005, being Lot 1084, Quad 105 D/11, Plan 74173 CLSR, 92-34 LTO,

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of 2.64 hectares, more or less.

C-86B Category B, being the Parcel shown as C-86B on Map Sheet 105 D/11 - South Access Area, City of Whitehorse, dated February 19, 2005, having as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- a portion of Lot 421 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;



not including:

- Lot 1143, Quad 105 D/11, Plan 79639 CLSR, 97-18 LTO;
- Lot 1160, Quad 105 D/11, Plan 82840 CLSR, 99-0187 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 6.9 hectares.

C-88B      Category B, being the Parcel shown as C-88B on Map Sheet 105 D/14 - MacPherson Area, City of Whitehorse, dated February 19, 2005, being Lot 288, Group 804, Plans 42305 and 59564 CLSR, 20964 and 41794 LTO,

including:

- a portion of the land described in Reservation No. 105D14-0000-00041;

subject to:

- any easement, licence or permit issued by Government on or before Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of 59.08 hectares, more or less.

C-95B      Category B, being the Parcel shown as C-95B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, having as a southwesterly boundary, in part, the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a southerly boundary the northerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse,

including:

- a portion of the land described in O.I.C. 1970-304;

not including:

- Lot 610, Group 804, Plan 57510 CLSR, 35786 LTO;
- the right-of-way for the British Yukon Railway, Plan 42261 CLSR, 20936 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of approximately 5.0 hectares.

C-96B      Category B, being the Parcel shown as C-96B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, being Lot 1348, Porter Creek Subdivision, Plan 66021 CLSR, 57388 LTO,

including:

- a portion of the land described in Reservation No. 87-0037,

having an area of 0.075 hectare, more or less.

C-97B      Category B, being the Parcel shown as C-97B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, being Lot 1464, Porter Creek Subdivision, Plan 66021 CLSR, 57388 LTO,

including:

- a portion of the land described in Reservation No. 87-0037,

having an area of 0.0912 hectare, more or less.

C-98B      Category B, being the Parcel shown as C-98B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, being Lot 1433, Porter Creek Subdivision, Plan 66021 CLSR, 57388 LTO,

including:

- a portion of the land described in Reservation No. 87-0037,

having an area of 0.0980 hectare, more or less.

C-99B      Category B, being the Parcel shown as C-99B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, being Lot 1454, Porter Creek Subdivision, Plan 66021 CLSR, 57388 LTO,

including:

- a portion of the land described in Reservation No. 87-0037,

having an area of 0.115 hectare, more or less.

C-100B Category B, being the Parcel shown as C-100B on Inset Sketch 1 on Map Sheet 105 D/14 SE, dated February 19, 2005, having as a southerly boundary, in part, the northerly boundary of a 60 metre right-of-way for the road known as Old Alaska Highway and shown approximately by a double line designated as Old Alaska Highway on Inset Sketch 1 on Map Sheet 105 D/14 SE and as a westerly boundary the easterly bank of an unnamed creek,

including as Developed Settlement Land:

- the area designated as C-100B/D1, being the land described in Reservation No. 105D14-0000-00073, comprising Lot 1243, Quad 105D/14, Plan 73989 CLSR, 92-03 LTO;

not including:

- Lot 323, Group 804, Plan 43156 CLSR, 22260 LTO;
- Lot 457, Group 804, Plan 51666 CLSR, 26288 LTO;
- Ta'an Kwach'an Council Parcels C-51B and C-5B;

subject to:

- Licence No. 789;
- unless otherwise agreed by the Kwanlin Dun First Nation and the Ta'an Kwach'an Council, a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 4 on Inset Sketch 1 on Map Sheet 105 D/14 SE;

subject to the following Special Conditions:

- the Ta'an Kwach'an Council shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road 4 on Inset Sketch 1 on Map Sheet 105 D/14 SE, conditional upon the Ta'an Kwach'an Council granting to the Kwanlin Dun First Nation the access rights specified in 3.4 of this appendix;
- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel C-100B;
- Airport Zoning Controls shall apply,

having an area of approximately 58.7 hectares.

C-103B/D Category B - Developed, being the Parcel shown as C-103B/D on Map Sheet 105 D/11 - South Access Area, City of Whitehorse, dated February 19, 2005, having as a westerly boundary, in part, the easterly boundary of a 30 metre right-of-way for the road known as Squatters Road and shown approximately by a line designated as Squatters Road on Map Sheet 105



D/11 - South Access Area, City of Whitehorse and as an easterly boundary the westerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

subject to:

- any easement, license or permit issued by Government on or before the Effective Date of this Agreement in respect of existing and future utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 2.9 hectares.

**C-104B** Category B, being the Parcel shown as C-104B on Map Sheet 105 D/10 SW, dated February 19, 2005, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- the land described in Application No. 13199;

including as Developed Settlement Land:

- the area designated as C-104B/D1, being the land described in Application No. 14157;

not including:

- Lot 195 and Road, Golden Horn Subdivision, Plan 69766 CLSR, 75791 LTO;
- the land described in Application No. 97-0106;

subject to:

- the easement described in Certificate of Title 84Y726,

having an area of approximately 212.3 hectares.

**C-106B/D** Category B - Developed, being the Parcel shown as C-106B/D on Map Sheet 105 D/11 - South Access Area, City of Whitehorse, dated February 19, 2005, having as a northwesterly boundary the southeasterly boundary of a 30 metre right-of-way for the existing access road shown approximately by a double line designated as McLean Lake Quarry Road on Map Sheet 105 D/11 - South Access Area, City of Whitehorse and as a southeasterly boundary the northwesterly bank of an unnamed creek,

not including:

- Lot 1116, Quad 105D/11, Plan 76502 CLSR, 94-77 LTO;

- Lot 1090, Quad 105D/11, Plan 74553 CLSR, 92-101 LTO;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 1.4 hectares.

C-107B Category B, being the Parcel shown as C-107B on Map Sheet 105 D/14 - MacPherson Area, City of Whitehorse, dated February 19, 2005, having as an easterly boundary the westerly bank of the Yukon River,

including:

- a portion of the land described in Application No. 519;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 13.6 hectares.

C-108B Category B, being the Parcel shown as C-108B on Map Sheet 105 D/10 - Wolf Creek Area, City of Whitehorse, dated February 19, 2005, being Lot 141, Mary Lake Subdivision, City of Whitehorse, Plan 76042 CLSR, 94-34 LTO,

including:

- the land described in Application No. 14729,

having an area of 1.21 hectares, more or less.

C-109B Category B, being the Parcel shown as C-109B on Map Sheet 105 D/10 - Wolf Creek Area, City of Whitehorse, dated February 19, 2005, being Lot 140, Mary Lake Subdivision, City of Whitehorse, Plan 76042 CLSR, 94-34 LTO,

including:

- the land described in Application No. 14728;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of 1.14 hectares, more or less.

C-110B Category B, being the Parcel shown as C-110B on Map Sheet 105 D/10 - Wolf Creek Area, City of Whitehorse, dated February 19, 2005, being Lot 139, Mary Lake Subdivision, City of Whitehorse, Plan 76042 CLSR, 94-34 LTO,

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of 1.54 hectares, more or less.

C-111B Category B, being the Parcel shown as C-111B on Map Sheet 105 D/10 - Wolf Creek Area, City of Whitehorse, dated February 19, 2005, being Lot 137, Mary Lake Subdivision, City of Whitehorse, Plan 76042 CLSR, 94-34 LTO,

including:

- the land described in Application No. 14727;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of 1.39 hectares, more or less.

C-112B Category B, being the Parcels shown as C-112B-1 to C-112B-4 inclusive on Map Sheet 105 D/11 - Hillcrest/Copper Ridge Area, City of Whitehorse, dated February 19, 2005,

including:

- portions of Lot 420 Remainder and Lot 421 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;

not including:

- the land shown as Falcon Drive, Amethyst Trail, Peridot Crescent, Sapphire Lane, Agate Court, Turquoise Court and Beryl Place on Plan 76705 CLSR, 94-108 LTO;
- Lots 2 to 15 inclusive and Walkway, Copper Ridge Subdivision, Plan 77217 CLSR, 95-32 LTO;
- Lots 269 to 287 inclusive and Walkway, Copper Ridge Subdivision, Plan 80436 CLSR, 97-93 LTO;
- Lots 493 to 499 inclusive, Copper Ridge Subdivision, Plan 82128 CLSR, 99-0019 LTO;



- Lots 542 to 546 inclusive, Copper Ridge Subdivision, Plan 88041 CLSR, 2003-0187 LTO;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 12.2 hectares.

C-113B Category B, being the Parcel shown as C-113B on Map Sheets 105 D/14 SW and 105 D/14 NW, dated February 19, 2005, having as a southerly boundary, in part, a 60 metre right-of-way for the road known as Takhini Hotsprings Road and shown approximately by a double line designated as Takhini Hotsprings Road on Map Sheet 105 D/14 SW,

including:

- a portion of the land described in Reservation No. 86-0050;

not including:

- Lot 1247, Quad 105 D/14, Plan 73842 CLSR, 91-74 LTO;
- the land shown as Transmission Line Right-of-Way on Plan 70862 CLSR, 83873 LTO;
- Lots 27, 30 and Road, Pilot Mountain Subdivision, Plan 67928 CLSR, 64545 LTO;

subject to:

- a 15 metre right-of-way for the existing access trail shown approximately by a line designated as Access Trail on Map Sheets 105 D/14 NW and 105 D/14 SW;

subject to the following Special Condition:

- the Kwanlin Dun First Nation may re-route that portion of the existing access trail shown approximately by a line designated as Access Trail on Map Sheets 105 D/14 NW and 105 D/14SW lying within C-113B as follows:
  - 1) the Kwanlin Dun First Nation shall Consult the Yukon regarding the proposed re-routing of the access trail;
  - 2) the Kwanlin Dun First Nation shall be responsible for the costs of constructing any re-routed portion of the access trail;
  - 3) the re-routed portion of the access trail shall be constructed to a standard comparable to the existing access trail or to portions of the existing access trail within the remainder of C-113B;
  - 4) construction of the portion of the access trail to be re-routed shall not result in any temporary closure of the existing access trail;
  - 5) any re-routed portions of the access trail shall continue to connect with the remaining portions of the existing access trail within C-113B or shall terminate at the boundary of C-113B where the existing access trail terminates;

- 6) upon the completion of the construction of any re-routed portion of the access trail in accordance with this Special Condition a 15 metre right-of-way shall apply to the re-routed portion of this access trail and shall not apply to those portions of the existing access trail which were re-routed,

having an area of approximately 240.7 hectares.

**C-116B** Category B, being the Parcel shown as C-116B on Map Sheets 105 D/11 NE, 105 D/14 SE and 105 D/10 NW, dated February 19, 2005, having as a northeasterly boundary, in part, the southwesterly bank of Croucher Creek,

not including:

- Lot 1264, Quad 105D/14, Plan 75140 CLSR, 93-79 LTO;
- the land shown as Transmission Line Right-of-Way on Plan 60123 CLSR, 59166 LTO;

subject to:

- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/14 SE;
- a 60 metre right-of-way for the existing road shown approximately by a line designated as Old Livingstone Creek Road on Map Sheet 105 D/14 SE;

subject to the following Special Conditions:

- a Specified Access Right shall apply on the 60 metre right-of-way for the existing road shown approximately by a line designated as Old Livingstone Creek Road on Map Sheet 105 D/14 SE;
- Government shall have a right, on the 60 metre right-of-way, to repair and upgrade the existing road shown approximately by a line designated as Old Livingstone Creek Road on Map Sheet 105 D/14 SE;
- the owner of Lot 1264, Quad 105 D/14, Plan 75140 CLSR, 93-79 LTO shall have a right, on the 15 metre right-of-way, to maintain, repair and upgrade the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/14 SE,

having an area of approximately 354.8 hectares.

**C-117B** Category B, being the Parcel shown as C-117B on Map Sheet 105 D/11 - Takhini, Valleyview and Whitehorse Industrial Areas, City of Whitehorse, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the road known as Hamilton Boulevard as shown on Plan 66302 CLSR, 57893 LTO and as a southerly boundary the northerly boundary of the right-of-way for the road known as Sumanik Drive as shown on Plan 76832 CLSR, 95-12 LTO,

including:

- a portion of Lot 262 Remainder, Group 804, Plan 42886 CLSR, 21686 LTO;

not including:

- Lot 66, Valleyview Subdivision, Plan 76832 CLSR, 95-12 LTO;
- the land described in Easement Plan 58010 CLSR, 37334 LTO;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 5.2 hectares.

C-118B Category B, being the Parcel shown as C-118B on Map Sheet 105 D/11 - Takhini, Valleyview and Whitehorse Industrial Areas, City of Whitehorse, dated February 19, 2005,

including:

- a portion of Lot 437 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;
- the land shown as Lot 2, Proposed Kopper King Subdivision, Concept Drawing # 49130-001;

not including:

- the land shown as Utility Line Easement on Plan 74562 CLSR, 92-111 LTO;

subject to:

- Water Licence Y2L3-2685, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 1.3 hectares.

C-119B Category B, being the Parcel shown as C-119B on Map Sheet 105 D/11 - Takhini, Valleyview and Whitehorse Industrial Areas, City of Whitehorse, dated February 19, 2005, having as a southwesterly boundary the northeasterly boundary of the right-of-way for the Major Highway known as the Alaska Highway,

including:

- a portion of Lot 437 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;
- the land shown as Lot 1, Proposed Kopper King Subdivision, Concept



Drawing # 49130-001;

not including:

- the land shown as Utility Line Easement on Plan 74562 CLSR, 92-111 LTO;

subject to:

- Licence No. 789;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 2.0 hectares.

C-127B/D Category B - Developed, being the Parcel shown as C-127B/D on Map Sheet 105 D/10 SW, dated February 19, 2005, having as a southeasterly boundary the northwesterly boundary of the 60 metre right-of-way for the road known as Old Klondike Highway and shown approximately by a line designated as Old Klondike Highway on Map Sheet 105 D/10 SW,

including:

- a portion of the land described in Reservation No. 88-0154;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of approximately 4.0 hectares.

C-128B Category B, being the Parcel shown as C-128B on Map Sheet 105 D/10 NW, dated February 19, 2005, having as a northerly boundary, in part, the southerly boundary of a 60 metre right-of-way for the existing access trail shown approximately by a line designated as Cantlie Lake Trail on Map Sheet 105 D/10 NW and as a southerly boundary the northerly bank of the Yukon River,

not including:

- the land described in O.I.C. 1970-304;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 287.4 hectares.

- C-129B Category B, being the Parcel shown as C-129B on Map Sheet 105 D/10 SE, dated February 19, 2005, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as an easterly boundary the westerly boundary of a 15 metre right-of-way for the existing access trail shown approximately by a line designated as Access Trail on Map Sheet 105 D/10 SE,
- having an area of approximately 1.1 hectares.
- C-130B Category B, being the Parcel shown as C-130B on Map Sheet 105 D/10 SE, dated February 19, 2005, having as a northerly boundary the southerly boundary of the right-of-way for the Major Highway known as the Alaska Highway,
- not including:
- Lot 1106, Quad 105 D/10, Plan 79928 CLSR, 97-35 LTO,
- having an area of approximately 1.1 hectares.
- C-131B Category B, being the Parcel shown as C-131B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, having as an easterly boundary the westerly bank of the Yukon River,
- subject to:
- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,
- having an area of approximately 2.0 hectares.
- C-133B Category B, being the Parcel shown as C-133B on Map Sheet 105 D/10 SW, dated February 19, 2005,
- not including:
- the right-of-way for the Canol No. 2 Pipeline as shown on Plan 52847 CLSR, 27835 LTO,
- having an area of approximately 1.1 hectares.
- C-135B Category B, being the Parcel shown as C-135B on Map Sheet 105 D/14 NE, dated February 19, 2005,
- not including:
- the land shown as Power Transmission Line Right-of-Way on Plan 70862 CLSR, 83873 LTO;

- the land shown as Power Transmission Line Right-of-Way on Plan 60124 CLSR, 59167 LTO;
- Lot 1165, Quad 105 D/14, Plan 71335 CLSR, 88-71 LTO;
- Lot 1101, Quad 105 D/14, Plan 68401 CLSR, 66513 LTO,

having an area of approximately 1.9 hectares.

C-136FS Category Fee Simple, being the Parcel shown as C-136FS on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 298-1, Group 804, Plan 52917 CLSR, 27956 LTO,

having an area of 1.51 hectares, more or less.

C-137FS Category Fee Simple, being the Parcel shown as C-137FS on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 714, Group 804, Plan 60264 CLSR, 44387 LTO,

having an area of 1.21 hectares, more or less.

C-138B Category B, being the Parcel shown as C-138B on Map Sheet 105 D/14 SE, dated February 19, 2005, having as a westerly boundary the top of the easterly bank of the Yukon River,

not including:

- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 2 on Map Sheet 105 D/14 SE,

having an area of approximately 4.3 hectares.

C-140B Category B, being the Parcel shown as C-140B on Map Sheet 105 D/14 SE, dated February 19, 2005, having as southerly and westerly boundaries the northerly and easterly banks, respectively, of the Yukon River,

not including:

- Ta'an Kwach'an Council Parcel C-86B;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Condition:

- access to this Parcel across Ta'an Kwach'an Council Parcel C-86B shall be in accordance with 3.4 of this appendix,



having an area of approximately 2.1 hectares.

C-141B Category B, being the Parcel shown as C-141B on Map Sheet 105 D/11 - Takhini, Valleyview and Whitehorse Industrial Areas, City of Whitehorse, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the road known as Hamilton Boulevard as shown on Plan 66302 CLSR, 57893 LTO, as a northerly boundary the southerly boundary of the right-of-way for the road known as Sumanik Drive as shown on Plan 76832 CLSR, 95-12 LTO, as an easterly boundary the westerly boundary of the right-of-way for the Road shown on Plan 51139 CLSR, 25056 LTO and as a southerly boundary the northerly boundary of Lot 430 Remainder, Group 804, Plan 51614 CLSR, 26170 LTO,

including:

- a portion of Lot 262 Remainder, Group 804, Plan 42886 CLSR, 21686 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;
- Easement No. 2000-0520 as shown on Explanatory Plan 51680 CLSR, 33728 LTO,

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 5.0 hectares.

C-143B Category B, being the Parcel shown as C-143B on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, dated February 19, 2005, having as a westerly boundary the easterly boundary of a 60 metre right-of-way for the road known as Long Lake Road and shown approximately by a line designated as Long Lake Road on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse,

including:

- a portion of Lot 238, Group 804, Plan 54008 CLSR, 20708 LTO;

not including:

- Ta'an Kwach'an Council Parcel C-14B;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 7.4 hectares.

C-144B Category B, being the Parcel shown as C-144B on Inset Sketch 1 on Map Sheet 105 D/14 SE, dated February 19, 2005, having as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, as northerly and westerly boundaries the southerly and easterly boundaries, respectively, of a 60 metre right-of-way for the road known as Old Alaska Highway and shown approximately by a double line designated as Old Alaska Highway on Inset Sketch 1 on Map Sheet 105 D/14 SE and as an easterly boundary the westerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Inset Sketch 1 on Map Sheet 105 D/14 SE,

subject to:

- Licence No. 789;

subject to the following Special Conditions:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel C-144B;
- Airport Zoning Controls shall apply,

having an area of approximately 8.4 hectares.

C-145B Category B, being the Parcel shown as C-145B on Inset Sketch 1 on Map Sheet 105 D/14 SE, dated February 19, 2005, having as a southerly boundary the northerly boundary of the right-of-way for the Major Highway known as the Alaska Highway, as a northerly boundary the southerly boundary of a 60 metre right-of-way for the road known as Old Alaska Highway and shown approximately by a double line designated as Old Alaska Highway on Inset Sketch 1 on Map Sheet 105 D/14 SE and as a westerly boundary the easterly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 3 on Inset Sketch 1 on Map Sheet 105 D/14 SE,

not including:

- Ta'an Kwach'an Council Parcel C-5B;

subject to the following Special Conditions:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel C-145B;
- Airport Zoning Controls shall apply,

having an area of approximately 2.6 hectares.

C-146B Category B, being the Parcel shown as C-146B on Map Sheet 105 D/10, 11

- MacRae Area, City of Whitehorse, dated February 19, 2005, having as a southeasterly boundary the northwesterly bank of an unnamed creek and as a northwesterly boundary the southeasterly boundary of a 20 metre right-of-way for the road known as Fox Farm Road and shown approximately by a line designated as Fox Farm Road on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse,

having an area of approximately 0.3 hectare.

C-153B Category B, being the Parcel shown as C-153B on Map Sheet 105 D/11 - South Access Area, City of Whitehorse, dated February 19, 2005, having as an easterly boundary the westerly boundary of the Major Highway known as the Alaska Highway and as a westerly boundary the easterly boundary of a 30 metre right-of-way for the road known as Ice Lake Road and shown approximately by a line designated as Ice Lake Road on Map Sheet 105 D/11 - South Access Area, City of Whitehorse,

including:

- a portion of Lot 421 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;

not including:

- the right-of-way for the Canol No. 2 Pipeline as shown on Plan 62802 CLSR, 49038 LTO;
- Ta'an Kwach'an Council Parcel C-20B;

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 7.7 hectares.

C-159B Category B, being the Parcel shown as C-159B on Map Sheet 105 D/14 NE, dated February 19, 2005, having as a northerly boundary the southerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a double line designated as Access Road 1 on Map Sheet 105 D/14 NE, as an easterly boundary the westerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a double line designated as Access Road 11 on Map Sheet 105 D/14 NE and as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

not including:

- Lot 1241, Quad 105 D/14, Plan 73840 CLSR, 91-78 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the



Effective Date of this Agreement in respect of existing utility lines,  
having an area of approximately 12.2 hectares.

C-172B Category B, being the Parcel shown as C-172B on Map Sheet 105 D/14 SW, dated February 19, 2005, having as an easterly boundary the westerly boundary of a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 9 on Map Sheet 105 D/14 SW,

having an area of approximately 2.1 hectares.

C-173B Category B, being the Parcel shown as C-173B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, having as a southeasterly boundary the northwesterly boundary of a 30 metre right-of-way for the road known as Laberge Road and shown approximately by a double line designated as Laberge Road on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse,

not including:

- Lots 1499-1 and 1499-2, Porter Creek Subdivision, Plan 82489 CLSR, 99-0107 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of approximately 1.1 hectares.

C-174B Category B, being the Parcel shown as C-174B on Map Sheet 105 D/10 SW, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Klondike Highway,

not including:

- a 30 metre right-of-way for a proposed access road shown approximately by a double line designated as Future Access Road on Map Sheet 105 D/10 SW,

having an area of approximately 4.8 hectares.

C-175B Category B, being the Parcel shown as C-175B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, having as northerly and easterly boundaries the southerly and

westerly boundaries, respectively, of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse,

not including:

- Lot 503, Group 804, Plan 52941 CLSR, 28007 LTO;
- a 30 metre right-of-way for the proposed road shown approximately by a double line designated as Bennett Road Extension on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse,

having an area of approximately 2.7 hectares.

C-176B Category B, being the Parcel shown as C-176B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005, having as a westerly boundary the easterly boundary of the right-of-way for the Major Highway known as the Alaska Highway and as a northerly boundary the southerly boundary of a 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road 1 on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse,

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

having an area of approximately 10.6 hectares.

C-177B Category B, being the Parcel shown as C-177B on Map Sheet 105 D/14 SW, dated February 19, 2005, having as a southerly boundary the northerly boundary of a 60 metre right-of-way for the road known as Takhini Hotsprings Road and shown approximately by a double line designated as Takhini Hotsprings Road on Map Sheet 105 D/14 SW,

including:

- the land described in Reservation No. 84-0024;
- a portion of the land described in Reservation No. 86-0050;

not including:

- Lots 6, 7 and Buffer Strip B-2, Pilot Mountain Subdivision, Plan 67928 CLSR, 64545 LTO;
- the land shown as Transmission Line Right-of-Way on Plan 70862 CLSR, 83873 LTO;

subject to:

- a 15 metre right-of-way for the existing access trail shown approximately by a line designated as Access Trail on Map Sheet 105 D/14 SW;

subject to the following Special Condition:

- the Kwanlin Dun First Nation may re-route that portion of the existing access trail shown approximately by a line designated as Access Trail on Map Sheets 105 D/14 SW lying within C-177B as follows:
  - 1) the Kwanlin Dun First Nation shall Consult the Yukon regarding the proposed re-routing of the access trail;
  - 2) the Kwanlin Dun First Nation shall be responsible for the costs of constructing any re-routed portion of the access trail;
  - 3) the re-routed portion of the access trail shall be constructed to a standard comparable to the existing access trail or to portions of the existing access trail within the remainder of C-177B;
  - 4) construction of the portion of the access trail to be re-routed shall not result in any temporary closure of the existing access trail;
  - 5) any re-routed portions of the access trail shall continue to connect with the remaining portions of the existing access trail within C-177B or shall terminate at the boundary of C-177B where the existing access trail terminates;
  - 6) upon the completion of the construction of any re-routed portion of the access trail in accordance with this Special Condition a 15 metre right-of-way shall apply to the re-routed portion of this access trail and shall not apply to those portions of the existing access trail which were re-routed,

having an area of approximately 31.7 hectares.

C-178B      Category B, being the Parcel shown as C-178B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005,

not including:

- the land shown as Buffer 2 on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse;
- the land shown as Mount Sima Road on Plan 85763 CLSR, 2002-0061 LTO,

having an area of approximately 5.7 hectares.

C-179B      Category B, being the Parcel shown as C-179B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 8, Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of 0.971 hectare, more or less.



- C-180B      Category B, being the Parcel shown as C-180B on Map Sheet 105 D/10, 11  
- MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 9,  
Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,  
  
having an area of 0.913 hectare, more or less.
- C-181B      Category B, being the Parcel shown as C-181B on Map Sheet 105 D/10, 11  
- MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 16,  
Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,  
  
including:  
- the land shown as Power Line Easement on Plan 86859 CLSR, 2002-  
0276 LTO;  
  
subject to:  
- any easement, licence or permit issued by Government on or before the  
Effective Date of this Agreement in respect of existing utility lines,  
  
having an area of 1.12 hectares, more or less.
- C-182B      Category B, being the Parcel shown as C-182B on Map Sheet 105 D/10, 11  
- MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 17,  
Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,  
  
including:  
- the land shown as Power Line Easement on Plan 86859 CLSR, 2002-  
0276 LTO;  
  
subject to:  
- any easement, licence or permit issued by Government on or before the  
Effective Date of this Agreement in respect of existing utility lines,  
  
having an area of 1.12 hectares, more or less.
- C-183B      Category B, being the Parcel shown as C-183B on Map Sheet 105 D/10, 11  
- MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 21,  
Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,  
  
having an area of 1.11 hectares, more or less.
- C-184B      Category B, being the Parcel shown as C-184B on Map Sheet 105 D/7 -  
MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 22,  
Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,

having an area of 1.64 hectares, more or less.

C-185B Category B, being the Parcel shown as C-185B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 23, Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of 1.00 hectare, more or less.

C-186B Category B, being the Parcel shown as C-186B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 24, Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of 0.87 hectare, more or less.

C-187B Category B, being the Parcel shown as C-187B on Map Sheet 105 D/10, 11 - MacRae Area, City of Whitehorse, dated February 19, 2005, being Lot 25, Mount Sima Industrial Subdivision, Plan 85763 CLSR, 2002-0061 LTO,

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines,

having an area of 1.54 hectares, more or less.

C-188B Category B, being the Parcel shown as C-188B on Map Sheets 105 D/10 SW and 105 D/10 NW, dated February 19, 2005, having as a southerly boundary the northerly bank of the Yukon River,

including:

- a portion of the land described in O.I.C. 1970-304;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board,

having an area of approximately 147.7 hectares.

C-189B Category B, being the Parcel shown as C-189B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005,

not including:

- a 30 metre right-of-way for the proposed road shown approximately by a double line designated as Laberge Road Extension on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse;
- Lot 1292, Porter Creek Subdivision, Plan 63260 CLSR, 50529 LTO;
- Lot 1293, Porter Creek Subdivision, Plan 63260 CLSR, 50529 LTO,

having an area of approximately 2.0 hectares.

C-190B Category B, being the Parcel shown as C-190B on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse, dated February 19, 2005,

not including:

- a 30 metre right-of-way for the proposed road shown approximately by a double line designated as Bennett Road Extension on Map Sheet 105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse;
- Lot 1294, Porter Creek Subdivision, Plan 63260 CLSR, 50529 LTO;
- Lot 1293, Porter Creek Subdivision, Plan 63260 CLSR, 50529 LTO,

having an area of approximately 1.4 hectares.

C-191FS Category Fee Simple, being the Parcel shown as C-191FS on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, dated February 19, 2005,

including:

- a portion of Parcel A Remainder, Lot 11, Group 804, Plan 42155 CLSR, 20717 LTO;
- a portion of Block 325, Whitehorse Coordinated Survey Area, Plan 81858 CLSR, 98-154 LTO;

not including:

- the land shown as Road Right-of-Way on Plan 57595 CLSR, 36404 LTO;
- Lot 2-12, Block 323, Plan 83848 CLSR, 2000-0209 LTO;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;
- Easement No. 2002-0204;



subject to the following Special Conditions:

- Airport Zoning Controls shall apply;
- on or before the Effective Date of this Agreement the Kwanlin Dun First Nation and the Yukon shall enter into a lease agreement by which the Kwanlin Dun First Nation leases the Parcel to the Yukon upon mutually acceptable terms and conditions,

having an area of approximately 1.3 hectares.

C-192B Category B, being the Parcel shown as C-192B on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, dated February 19, 2005, having as an easterly boundary the westerly bank of the Yukon River,

including:

- a portion of Lot 20 Remainder, Group 804, Plan 8406 CLSR, 8406 LTO;

not including:

- the land described as Parcel C-70FS in this Appendix;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;
- Lease No. 137;
- Licence No. 789;
- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;
- a 6 metre right-of-way in favour of the Yukon or its agent for a trolley line shown approximately by a line designated as Trolley Line on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse (the "Trolley Easement");

subject to the following Special Conditions:

- Airport Zoning Controls shall apply;
- unless otherwise agreed by the Kwanlin Dun First Nation and the Yukon, the following provisions shall apply in respect of the Trolley Easement:
  - 1) the Yukon or its agent shall have the right on the Trolley Easement to use, construct, maintain, repair and upgrade a trolley track bed and rail infrastructure and to operate a trolley car thereon;
  - 2) the Yukon or its agent shall construct the trolley track bed and rail infrastructure within the Trolley Easement such that it is level with the surrounding land unless engineering or geotechnical requirements make it unfeasible or impractical to do so;
  - 3) the Trolley Easement shall continue until the Yukon or its agent has failed to operate regularly scheduled seasonal passenger service on the trolley for two consecutive years after which time the Trolley Easement shall be terminated at the request of the Kwanlin Dun First Nation;

- 4) the trolley car, track bed and rail infrastructure will at all times remain the property of the Yukon;
  - 5) the Yukon or its agent shall use, construct, maintain, repair, upgrade and operate the trolley in accordance with all applicable laws, including laws in relation to public health, safety and the environment;
  - 6) upon termination of the Trolley Easement, the Yukon or its agent shall remove the trolley car, trolley track bed and the rail infrastructure from the Trolley Easement and restore the Trolley Easement to its former condition at the expense of the Yukon or its agent;
  - 7) the Yukon shall indemnify and save harmless the Kwanlin Dun First Nation and its representatives, servants, agents, employees and contractors, against all actions, causes of actions, claims, liabilities, dues, sums of money and demands of whatsoever kind or nature, including legal fees and expenses on a solicitor-client basis, arising directly or indirectly from anything done or omitted to be done on the Trolley Easement by the Yukon or its agent in the exercise of the rights and privileges granted by this Special Condition;
- on or before June 30, 2005, the Yukon shall remove, or cause the Yukon Electric Company Limited ("YECL") to remove, from the Parcel all structures, fixtures and improvements which were affixed or placed on the Parcel by or on behalf of YECL, and complete all necessary remediation work and restore the land to natural grade pursuant to Lease No. 137;
  - the Yukon, YECL and their respective agents shall have a right of access on the Parcel to perform the obligation referred to in the preceding Special Condition;
  - pursuant to 5.15.1.1 there shall be no Waterfront Right-of-Way on this Parcel provided that in addition to the rights provided by 6.3.1 and 6.3.2 of this Agreement, a Person has a right of access without the consent of the Kwanlin Dun First Nation to enter, cross and stay on the Parcel for a reasonable period of time for all non-commercial purposes and for all commercial recreational purposes;
  - the City of Whitehorse Riverfront Plan and Riverfront Design Guidelines as amended, shall apply to the Parcel with such modifications to meet the cultural interests of the Kwanlin Dun First Nation as may be agreed between the Kwanlin Dun First Nation and the City of Whitehorse;
  - unless otherwise agreed by the Kwanlin Dun First Nation and the Yukon, there shall be no development on this Parcel other than:
    - 1) interpretive signs and displays of a non-commercial, historical or cultural nature;
    - 2) walking paths and outdoor seating for use by the public; and
    - 3) structures for non-commercial use of a non-permanent nature;
  - the following provisions shall apply in respect of restoration work:
    - 1) the Yukon shall in a timely manner undertake restoration work on the Parcel, at its own expense such that the Parcel is considered to be satisfactorily restored for purposes of park land use as



determined by section 6 of the *Contaminated Site Regulation* made under the *Environment Act*, with respect to any contaminant that existed on the Parcel on the Effective Date if:

- (a) the contaminant is in an amount, concentration or level in excess of that prescribed for park land use in the *Contaminated Site Regulation* as it existed at the Effective Date of this Agreement; and
  - (b) the Yukon believes, on reasonable grounds, that the Parcel is a contaminated site, as defined in the *Environment Act*, and that
    - (i) the contaminated site has caused or is likely to cause unsafe conditions or irreparable damage to the natural environment, or
    - (ii) has caused or is likely to cause a threat to public safety;
- 2) the Yukon shall ensure that a follow-up program, including confirmatory sampling, is undertaken following completion of the restoration work to demonstrate that the Parcel has been satisfactorily restored, as required by 1) and to confirm, if risk-based restoration standards are used, that any contaminants left in place are not migrating to adjacent lands or to surface or groundwater;
  - 3) if the follow up and confirmatory sampling program demonstrates that the Yukon failed to satisfactorily restore the Parcel, as required by 1) or, if risk-based restoration standards are used, that any contaminants left in place are migrating from the Parcel to adjacent lands or surface or groundwater, the Yukon shall promptly perform such additional restoration work as may be necessary to ensure that the Parcel is satisfactorily restored and, if applicable, any contaminants left in place are not migrating to adjacent lands or surface or groundwater;
  - 4) upon the completion of the restoration work, the Yukon shall deliver to the Kwanlin Dun First Nation a report confirming that the restoration work has been undertaken such that the Parcel has been satisfactorily restored, as required by 1). The report shall also describe the restoration work completed and include the results of the confirmatory sampling program and all monitoring data and an analysis and interpretation of this data. This report shall be in form and substance satisfactory to the Minister of Environment;
  - 5) subject to this Special Condition, the restoration work to be undertaken by the Yukon shall be undertaken on a one-time basis only;
  - 6) the Yukon, its agents and contractors, shall have full access, without charge or fee, to the Parcel to undertake the restoration work including the follow-up program referred to in 2) including access for maintaining, repairing and reading monitoring equipment located on the property by the Yukon, its agents and contractors;
  - 7) in carrying out the restoration work the Yukon may construct on the



Parcel, a treatment cell, or other similar facility, for the treatment of contaminated soil or contaminated surface or groundwater which facility may remain on the Parcel and be monitored and serviced, as required, until the restoration work is complete, as evidenced by delivery of the report described in 4);

- 8) the Kwanlin Dun First Nation agrees that the Yukon may, at its sole discretion, at any time:
  - (a) take whatever action is provided for in law to recover any costs it incurs in relation to the completion of the restoration work from any responsible party or other person; and
  - (b) cause any responsible party or other person to undertake the restoration work;
- 9) the Yukon shall be released, in full, of any obligations to the Kwanlin Dun First Nation to restore the Parcel, after the Parcel is satisfactorily restored in accordance with 1) and the report described in 4) is delivered to the Kwanlin Dun First Nation, and, after this time, the Yukon shall not be responsible for any future liability at the Parcel with respect to:
  - (a) any contaminants addressed by the restoration work;
  - (b) the restoration work;
  - (c) any contaminants present on the Parcel not addressed by the restoration work; or
  - (d) any contaminants that may be placed, deposited or released on the Parcel after the Parcel is satisfactorily restored;
- 10) nothing in this Special Condition is intended to affect any obligation in respect of environment clean-up pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement dated October 29, 2001 which came into effect on April 1, 2003;

provided that:

- if those portions of Lot 12 and Road, Block 316, Plan 87156 CLSR, 2003-0044 LTO shown cross-hatched as Sketches A and B on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, become part of Parcel C-70FS in place of those portions of Lot 11, Block 316, Plan 87156 CLSR, 2003-0044 LTO shown cross-hatched as Sketches C and D on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, in accordance with the provisions listed in the description of Parcel C-70FS, then:
  - 1) this Parcel C-192B shall not be subject to the Trolley Easement;
  - 2) this Parcel C-192B shall not be subject to the Special Condition in respect of the Trolley Easement,

having an area of approximately 0.9 hectare.

C-194B      Category B, being the Parcel shown as C-194B on Map Sheet 105 D/11 - Old Village Area, City of Whitehorse, dated February 19, 2005, being Lots 63 to 79 inclusive, Transient Area Subdivision, Plan 51400 CLSR, 25657

LTO,

subject to the following Special Condition:

- Airport Zoning Controls shall apply;

provided that:

- any survey pursuant to 15.2.1 of this Agreement shall maintain the existing survey of Lots 63 to 79 inclusive, Transient Area Subdivision, Plan 51400 CLSR, 25657 LTO and shall not effect a consolidation of the lots described therein,

having an area of 0.3 hectare, more or less.

C-195B Category B, being the Parcel shown as C-195B on Map Sheet 105 D/11 - Old Village Area, City of Whitehorse, dated February 19, 2005, having as a northeasterly boundary the southwesterly bank of the Yukon River,

not including:

- Lot 226 Remainder, Group 5, Plan 68098 CLSR, 65109 LTO;
- Lot 16 Remainder, Group 5, Plan 8406 CLSR, 20502 LTO;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Conditions:

- pursuant to 5.15.1.1, there shall be no Waterfront Right-of-Way located within Parcel C-195B in respect of the Yukon River;
- Airport Zoning Controls shall apply,

having an area of approximately 7.1 hectares.

C-196B Category B, being the Parcel shown as C-196B on Map Sheet 105 D/11 - Old Village Area, City of Whitehorse, dated February 19, 2005, having as an easterly boundary the westerly bank of the Yukon River,

not including:

- Lot 226 Remainder, Group 5, Plan 68098 CLSR, 65109 LTO;

subject to:

- Water Licence No. HY99-010, recorded in the offices of the Yukon Territory Water Board;

subject to the following Special Conditions:

- pursuant to 5.15.1.1, there shall be no Waterfront Right-of-Way located within Parcel C-196B in respect of the Yukon River;

- Airport Zoning Controls shall apply,

having an area of approximately 1.0 hectare.

C-197B Category B, being the Parcel shown as C-197B on Map Sheet 105 D/11 - Hillcrest/Copper Ridge Area, City of Whitehorse, dated February 19, 2005,

including:

- portions of Lot 420 Remainder and Lot 421 Remainder, Group 804, Plan 52105 CLSR, 26830 LTO;
- a portion of the land described in Reservation No. 91-0128;

not including:

- the land described in Licence No. 780;
- Lot 1124, Quad 105 D/11, Plan 76705 CLSR, 94-108 LTO;
- the land shown as PUL 5 on Plan 76705 CLSR, 94-108 LTO;
- Lot 421-134, Group 804, Plan 56533 CLSR, 33835 LTO;
- a 15 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/11 - Hillcrest/Copper Ridge Area, City of Whitehorse;

subject to:

- any easement, licence or permit issued by Government on or before the Effective Date of this Agreement in respect of existing utility lines;

subject to the following Special Condition:

- Airport Zoning Controls shall apply;

provided that:

- unless the parties to this Agreement otherwise agree, the following shall apply:
  - 1) notwithstanding 15.2.10 of this Agreement, the survey of this Parcel shall be delayed until:
    - (a) the Yukon surveys a centre line for the extension through Parcel S-370B of the road known as Hamilton Boulevard ("Hamilton Boulevard");
    - (b) the Yukon advises the Kwanlin Dun First Nation and Canada in writing that it has chosen an alternate route for the extension of Hamilton Boulevard that does not go through Parcel S-370B; or
    - (c) the surveys of all Parcels of Settlement Land for the Kwanlin Dun First Nation other than this Parcel, Parcels S-370B, C-57B and R-82B, have been confirmed by the Surveyor General,whichever is first to occur;
  - 2) at the time this Parcel is surveyed, either all or a portion of Parcel S-370B shall be consolidated and surveyed with this Parcel in



accordance with the provisions listed in the description of Parcel S-370B in this appendix,

having an area of approximately 68.7 hectares.

**LIST OF MAPS**  
**LOCATED IN APPENDIX B - MAPS**  
**WHICH FORMS A SEPARATE VOLUME OF THIS AGREEMENT**

<b><u>Sheet</u></b>	<b><u>Map</u></b>	<b><u>Content</u></b>
1	1:250,000	Rural and Site Specific Summary
2	105 C/13	Kwanlin Dun Settlement Land
3	105 D/5	Kwanlin Dun Settlement Land
4	105 D/6	Kwanlin Dun Settlement Land
5	105 D/7	Kwanlin Dun Settlement Land
6	105 D/8	Kwanlin Dun Settlement Land
7	105 D/9	Kwanlin Dun Settlement Land
8	105 D/10	Kwanlin Dun Settlement Land
9	105 D/11	Kwanlin Dun Settlement Land
10	105 D/12	Kwanlin Dun Settlement Land
11	105 D/13	Kwanlin Dun Settlement Land
12	105 D/14	Kwanlin Dun Settlement Land
13	105 D/15	Kwanlin Dun Settlement Land
14	105 D/16	Kwanlin Dun Settlement Land
15	105 E/1	Kwanlin Dun Settlement Land
16	105 E/2	Kwanlin Dun Settlement Land
17	105 E/3	Kwanlin Dun Settlement Land
18	105 E/5	Kwanlin Dun Settlement Land
19	105 E/6	Kwanlin Dun Settlement Land
20	105 E/7	Kwanlin Dun Settlement Land
21	105 E/10	Kwanlin Dun Settlement Land
22	105 E/11	Kwanlin Dun Settlement Land
23	105 E/12	Kwanlin Dun Settlement Land
24	105 E/14	Kwanlin Dun Settlement Land
25	115 A/8	Kwanlin Dun Settlement Land
26	115 A/9	Kwanlin Dun Settlement Land
27	115 A/16	Kwanlin Dun Settlement Land
28	105 D/10 NW	Kwanlin Dun Settlement Land
29	105 D/10 SE	Kwanlin Dun Settlement Land
30	105 D/10 SW	Kwanlin Dun Settlement Land
31	105 D/11 NE	Kwanlin Dun Settlement Land
32	105 D/14 NE	Kwanlin Dun Settlement Land
33	105 D/14 NW	Kwanlin Dun Settlement Land
34	105 D/14 SE	Kwanlin Dun Settlement Land
35	105 D/14 SW	Kwanlin Dun Settlement Land
36	105 D/11 - Old Village Area, City of Whitehorse	Kwanlin Dun Settlement Land
37	105 D/11 - Hillcrest/Copper Ridge Area, City of Whitehorse	Kwanlin Dun Settlement Land
38	105 D/14 - MacPherson Area, City of Whitehorse	Kwanlin Dun Settlement Land
39	105 D/10, 11 - MacRae Area, City of Whitehorse	Kwanlin Dun Settlement Land
40	105 D/11 - McIntyre Area, City of Whitehorse	Kwanlin Dun Settlement Land

41	105 D/14 - Porter Creek and Crestview Areas, City of Whitehorse	Kwanlin Dun Settlement Land
42	105 D/11 - Riverdale Area, City of Whitehorse	Kwanlin Dun Settlement Land
43	105 D/11 - South Access Area, City of Whitehorse	Kwanlin Dun Settlement Land
44	105 D/11 - Takhini, Valleyview and Whitehorse Industrial Areas, City of Whitehorse	Kwanlin Dun Settlement Land
45	105 D/10 - Wolf Creek Area, City of Whitehorse	Kwanlin Dun Settlement Land
46	105 D/11 - Downtown Area, City of Whitehorse	Kwanlin Dun Settlement Land
47	Kwanlin Dun First Nation Traditional Territory	
48	Kusawa Park	
49	Lewes Marsh Habitat Protection Area	
50	Southern Lakes Area	





## APPENDIX C

### MEMORANDUM REGARDING CERTAIN FINANCIAL AND OTHER ARRANGEMENTS

#### **Part I Financial Arrangements in Relation to Indexation**

This sets out our shared understanding of how Canada will proceed with payment of certain additional monies.

Canada agrees to pay \$6,391,381.00 to the Kwanlin Dun First Nation in addition to what is provided for in the Final Agreement. This will provide the Kwanlin Dun First Nation with the same amount it would have received if the indexation of financial compensation provided for in the Final Agreement was extended to March 31, 2002. The additional amount will be adjusted using the "Average Discount Rate" of 8.1536 percent, from signing date up to the date that the payment is actually made, compounded annually. Payment will be made as soon as practicable after the Effective Date of the Final Agreement. The amount paid pursuant to this Part is not paid pursuant to Chapters 19 or 20 of the Final Agreement.

#### **Part II Financial Arrangements in Relation to Certain Payments Contemplated by Chapter 20 - Taxation of the Kwanlin Dun First Nation Final Agreement**

This sets out our shared understanding of how Canada will proceed with payment of certain monies contemplated by Chapter 20 of the Umbrella Final Agreement, the interpretation of certain provisions of which were the subject matter of the Federal Court of Appeal decision in *Carcross/Tagish First Nation v. Her Majesty* (A-232-00).

The Kwanlin Dun First Nation has not received the Adjusted Value lump sum payment contemplated by 20.6.5.1 nor any of the Adjusted Value annual payments contemplated by 20.6.6.2.

In satisfaction of the lump sum payment contemplated by 20.6.5.1 Canada agrees to pay \$1,278,320.00 to the Kwanlin Dun First Nation on the Effective Date of the Final Agreement.

In satisfaction of the Adjusted Value annual payments contemplated by 20.6.6.2, Canada agrees to pay:

- \$1,763,876.00 to the Kwanlin Dun First Nation as soon as practicable after the Effective Date of the Final Agreement, which amount will be adjusted at an interest rate of 5.73% from February 19, 2005 up to the date that the payment is actually made, compounded annually, and

- a payment of \$179,808.00 on each February 14 of the next two calendar years.

The amounts paid pursuant to this Part are payments coming within 20.3.1.3 of the Final Agreement and within 16.9 of the Kwanlin Dun First Nation Self-Government Agreement.

Subject to the Final Agreement coming into effect, and except in respect of payments Canada agrees to make in Part II of this Memorandum, the Kwanlin Dun First Nation:

- releases Canada from any claims of whatever nature, whether known or unknown that the Kwanlin Dun First Nation or the predecessor band to the Kwanlin Dun First Nation ever had, now has or may have in the future related to or arising out of the payments contemplated by 20.6.5 and 20.6.6 of the Final Agreement, and
- agrees not to assert any action, cause of action, suit, claim or demand whatsoever related to or arising out of the payments contemplated by 20.6.5 and 20.6.6 of the Final Agreement.

### **Part III Financial Arrangements in Relation to the Whitehorse Fishway Redevelopment Project**

This sets out our shared understanding of how Canada will contribute towards Kwanlin Dun First Nation participation in the Whitehorse fishway redevelopment project as required by 16.3.2.2 of the Final Agreement. In satisfaction of Canada's obligation under 16.3.2.2, Canada agrees to pay \$100,000.00 to the Kwanlin Dun First Nation on the Effective Date of the Final Agreement.

### **Part IV Certain Other Matters in Relation to Taxation**

This sets out our shared understanding of how Canada proposes to implement certain transitional tax matters.

The Minister of Indian Affairs and Northern Development will endeavour to have legislation introduced in Parliament and supported as a government measure substantially as follows:

- (1) In this section, "band", "Indian" and "reserve" have the same meaning as in section 2 of the Indian Act; and "transition period" means the period beginning on the day of the year on which a first nation's final agreement is brought into effect and ending on December 31 of that year.



- (a) During the transition period of a first nation, income earned by a band or an Indian, other than an Indian enrolled under a final agreement that came into effect before the calendar year of the transition period, shall be exempt from taxation under the Income Tax Act, if the situs of the income is located on land of that first nation that was a reserve throughout the portion of the calendar year before the transition period.
- (b) During the transition period of a first nation, income earned by an Indian who is enrolled under the first nation's final agreement and is resident in the Yukon shall be exempt from taxation under the Income Tax Act, if the situs of the income is located on a reserve.

The Minister of Indian Affairs and Northern Development will endeavour to have the CRA issue a letter to the Kwanlin Dun First Nation substantially as follows:

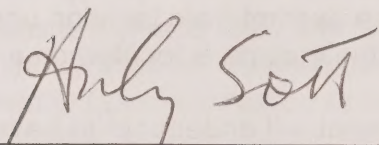
"I am writing to confirm the Canada Revenue Agency's (CRA's) position with respect to the timing of the loss of the *Indian Act* tax exemption for those Yukon First Nations that conclude their Final Agreements in 2002 and subsequent years.

I wish to advise that, in these cases, the CRA will not impute a retroactive effect to the wording employed in paragraph 20.6.0 of the 1993 Umbrella Final Agreement with the Council of Yukon Indians and in paragraph 20.6.0 of subsequent Final Agreements with individual Yukon First Nations. In other words, when an individual Yukon First Nation concludes its own Final Agreement in 2002 or subsequent years, the CRA will not consider the section 87 *Indian Act* tax exemption to have been ended retroactive to February 14, 1998 (for GST/HST) or back to January 1, 1999 (for income tax). Rather, on the basis of the 2001 decision of the Federal Court of Appeal in the *Carcross-Tagish* case, the CRA will consider the ending of the s.87 tax exemption to come into effect only as of the effective date of the particular Yukon First Nation's Final Agreement. As you know, amendments to the *Yukon First Nations Self-Government Act* have also been proposed that would provide a similar income tax exemption to the end of the calendar year in which a new Final Agreement comes into effect.

Accordingly, the CRA will not seek to apply income tax or GST/HST to any income or supplies that fell within the scope of the tax exemption prior to the effective date of the Final Agreement, nor will the CRA seek to recover refunds or rebates that may have been made pursuant to the *Carcross* decision.

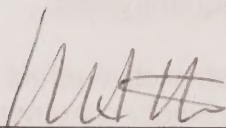
The application of the *Indian Act* tax exemption is, of course, contingent upon the *situs* of the income or property at issue being located on a "reserve" as defined in the *Indian Act*. Therefore, in our view, there are only a few locations in the Yukon to which the position outlined above would apply."

Signed at Whitehorse, Yukon, this 19th day of February, 2005 by duly authorized representatives of Canada and the Kwanlin Dun First Nation.



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The Honourable Andy Scott  
Minister of Indian Affairs and Northern Development



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Chief Mike Smith  
Kwanlin Dun First Nation





